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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibanette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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June 28, 2021

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

REQUESTED ACTION

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

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

Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,969,840.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1. Robert Rodler, Administrator for DCYF
2. Richard Sarette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godfredsen, Business Administrator, FHence



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Budon, Administrator, DCYF
- 4 Tanje Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
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PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 3		TOTAL SCORE
	Proposer Name	Detail/Program	
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Easter Seals	RJ Boys - intensive	85
3	Easter Seals	Lancaster - intensive	85
4	Easter Seals	Zachary - intensive	80
5	Easter Seals	RJ Krol - intensive	80
6	Home for Little Wanderers	Weythe	73
7	Mentor ABI (NeuroRestorative)	Mentor	89
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSB Rumney	84
11	Mount Prospect Academy, Inc.	Option A Sunnvt Pym	84
12	Mount Prospect Academy, Inc.	Option C Carl Hampton	85
13	Mount Prospect Academy, Inc.	Option C Carl Pym	84
14	Mount Prospect Academy, Inc.	Option D Sale Cary Campton	89
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	IFP	95
17	Spaulding Academy & Family Services	NBP	95
18	Spaulding Academy & Family Services	IMP	95
19	St. Anna Home, Inc.	Option A	87
20	St. Anna Home, Inc.	Level 3, Option C	87
21	Swanton School, Inc.	Swanton	83
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Reviewers Name and Title

- 1 Amy Lambert, Program Specialist IV, DBH
- 2 Pauline Rowell, Program Specialist IV, DBH
- 3 Kathleen Tabak, Program Specialist IV, DBH
- 4 Jessica Kestrop, Administrator, DCYF
- 5 Kyrn Leonard, Administrator, Finance
- 6 Rebecca Linton, Financial Reporting Adm.



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Plus	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Beaman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tarja Godfredsen, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

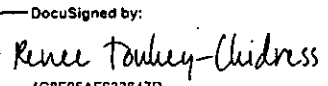
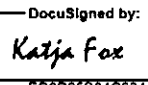
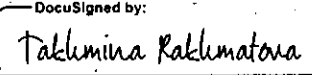
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dover Children's Home		1.4 Contractor Address 207 Locust Street, Dover, NH 03820	
1.5 Contractor Phone Number (603) 742-4289 Ext:12	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$4,290,335.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/22/2021		1.12 Name and Title of Contractor Signatory Renee Touhey-Chidress Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/22/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials _____
 Date 6/22/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

DS
RT

Contractor Initials

Date 6/22/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials RT
Date 6/22/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions -

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

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

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

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

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

Scope of Services

1. Statement of Work

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

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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1.13. Admissions, Discharges and Transitions

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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

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

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

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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and parents feels valued and heard.

- 1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.
- 1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:
 - 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
 - 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth:
 - 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
 - 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.
 - 1.16.1.2. Understanding the family's and their community's values and cultures.

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

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

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

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

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

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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

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

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

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

2. Residential Treatment Levels of Care

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

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

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Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	PILOT House Independent Living	Dover, NH	4	N/A
Level of Care 2, Intermediate Treatment	Dover Children's Home – Level 2	Dover, NH	12	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

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

2.5.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

- 2.5.2.1. Minimal supports in the community
- 2.5.2.2. Case Management
- 2.5.2.3. Supervision
- 2.5.2.4. Vocational Training
- 2.5.2.5. Medication Monitoring, as clinically indicated
- 2.5.2.6. Crisis Intervention

2.5.3. **Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6050 Certification for Payment Standards for Residential

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Treatment Programs and Part He-C 6420 Medicaid Covered Services.

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

2.5.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.5.3.2.2. Awake Overnight: 1:12 for youth 16 or older; for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.5.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.5.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.5.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

2.5.4. Supported Visits

2.5.4.1. Supported visitation are not required of this program level.

2.5.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.5.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.5.5. Educational Services

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connected the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.5.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or

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supporting individuals pursuing higher education or independent living with but not limited to:

- 2.5.5.3.1. Transitional Services.
- 2.5.5.3.2. Vocational Services.
- 2.5.5.3.3. Formal Education.
- 2.5.5.3.4. Training Programs.
- 2.5.5.3.5. Independent Living Skills.

2.5.6. Transportation

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

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

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

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

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

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

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- 2.5.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
- 2.5.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.5.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.5.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6. Level of Care 2, Intermediate Treatment

- 2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:
 - 2.6.1.1. Residential treatment and community based services based on the individual's unique needs.
 - 2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.
- 2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:
 - 2.6.2.1. Safe environment

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- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. **Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8

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

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

2.6.3.2.2. Medical Care

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

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

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- 2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.

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- 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or

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more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

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

3. Specific Residential Treatment Program Requirements

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

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

3.2. Reserved

3.3. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)

3.3.1. Pilot House Independent Living

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:6	Not Allocated
Direct Care 2nd shift	Milieu 1:6	Not Allocated
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	1:4 Shared with L2

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Clinical Ratio	1:10	1:4 as necessary shared with L2 Program
Family Worker	1:8	1:4 Shared with L2
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not Allocated
Case Manager	Not required	Not Allocated
Board certified behavioral analyst (BCBA)	Not required	Not Allocated
Nursing Staff	If QRTP Clinical and Nursing 24/7 available, based on client needs	Not Allocated
Psychiatrist	Not required	Subcontractor
Psychologist	Not required	Not Allocated
Medical Doctor, APRN	Not required	Not Allocated
Pilot House Coordinator	Not required	1 (FT)
Pilot House Case Manager	Not required	1 (PT)
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.3.1.2. The Contractor shall at a minimum meet licensing requirements, which may be share with the Level 2 program. The Contractor shall provide on-site staffing for individuals ages 18+ Mondays through Fridays, from 10AM to 10PM. The Contractor shall assure 24/7 supervision for individuals aged 16-17, as approved by the Department which also may be shared with the Level 2 program.

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Dover Children's Home

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved ^{DS} Variation

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Direct Care 1st shift	Milieu 1:4	1:3
Direct Care 2nd shift	Milieu 1:4	1:3
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	No Variation
Family Worker	1:8	No Variation
Family Therapist	Not required	Not allocated
Transportation	Not Required	1:3 (all staff, Not allocated)
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client needs	1:12 Subcontracted
Psychiatrist	Not required	1:12 Subcontracted
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Clinical Director	Not required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. Weekend staffing is as needed for Level 2, Intermediate Treatment

3.5. Reserved

3.6. Reserved

3.7. Reserved

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3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

5. Reporting Requirements

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)

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

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

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- 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
 - 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
 - 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
 - 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.
- 6. Performance Measures**
- 6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child

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<p>Quality of treatment</p>	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
<p>Transition & discharge</p>	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

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

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- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
 - 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
 - 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
 - 6.2.2.10. Adjusting program delivery.
 - 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical^{PS} to

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- 6.2.2.11.2. ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and

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- 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 7.3.3.1. Brochures.
- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidelines.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

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8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

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

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the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

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

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EXHIBIT C



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

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$339,191 shall be provided to the Contractor, for the expenses incurred to launch services based on the start-up budgets specified in Ex C-1 and C-2 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
- 5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

5.1.1.

Program - Pilot House	
Residential for eligible youth per day	\$182.66
Program - Children's Home	
Residential for eligible youth per day	\$424.00

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- 5.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
- 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
- 5.5.1. Sub-total: \$3,951,144.00
- 5.5.2. SFY 22: \$1,317,048.00
- 5.5.3. SFY 23: \$1,317,048.00
- 5.5.4. SFY 24: \$1,317,048.00
6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative

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Services here (Vendor Resource Center | Procurement and Support Services
NH Dept. of Administrative Services).

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs

Basic Information	
Agency Name	Dover Children's Home Level 1

Start-up costs		
Line item	Amount requested	Notes (if needed)
Personnel costs	\$	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
COI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 45,000.00	
Lease		
Maintenance and utilities		
Other facility costs	45,000.00	Renovations
Program materials and supplies	\$	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 1,350.00	
Program license or other fees		
Program training (initial)	1,350.00	RENEW and TBRI
Other EBP or program model costs		
Systems costs related to program	\$ 424.00	
Technology for data collection, reporting		
Other systems	424.00	Relias Learning System and Payroll & Personnel Platform
Consulting and sub-contracting	\$	
Consulting		
Sub-contracting		
Equipment	\$ 46,050.00	
Vehicles	27,000.00	
Furniture	15,000.00	
Technology Equipment	4,050.00	Staff computers and program computer
Other Equipment		
Telecommunication	\$ 800.00	
Phones/Walkie Talkies	800.00	
Internet Service		
Other Telecommunication		
Client Provisions	\$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$	
Total start-up costs	\$ 93,624.00	

Exhibit C-2 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic Information		
Agency Name	Dover Children's Home Level 2	
Start-up costs		
Line Item	Amount requested	Notes (if needed)
Personnel costs	\$	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
COI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 177,399.00	
Lease		
Maintenance and utilities		
Other facility costs	177,399.00	Renovations/Addition
Program materials and supplies	\$ 3,500.00	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies	3,500.00	Locked medication cabinet
Staff transportation	\$	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 7,350.00	
Program license or other fees		
Program training (initial)	7,350.00	RENEW and TBRI
Other EBP or program model costs		
Systems costs related to program	\$ 3,818.00	
Technology for data collection, reporting		
Other systems	3,818.00	Rellax Learning System and Payroll & Personnel Platform
Consulting and sub-contracting	\$	
Consulting		
Sub-contracting		
Equipment	\$ 51,100.00	
Vehicles		
Furniture	45,000.00	
Technology Equipment	6,100.00	Staff computers and program computer, printers
Other Equipment		
Telecommunication	\$ 2,400.00	
Phones/Walkie Talkies	2,400.00	
Internet Service		
Other Telecommunication		
Client Provisions	\$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$	
Total start-up costs	\$ 245,567.00	

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

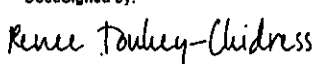
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name:

6/18/2021

Date

DocuSigned by:

 Name: Renee Touhey-Chidress
 Title: Executive Director

Vendor Initials 
 Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress

Name: Renee Touhey-Chidress

Title: Executive Director

DS
RT

Vendor Initials

Date 6/18/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/18/2021

Date

DocuSigned by:
Renee Touhey-Chidress
Name: Renee Touhey-Chidress
Title: Executive Director

Contractor Initials [Signature Box]
Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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RT

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:

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

Contractor Name:

6/18/2021

Date

DocuSigned by:
Renee Touhey-Chidress
Name: Renee Touhey-Chidress
Title: Executive Director

Exhibit G

Contractor Initials

DS
RT

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress

Name: Renee Touhey-Chidress

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials RT

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

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KT

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials KT

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

RT
Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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3/2014

Contractor Initials

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State by: Katja Fox
 Signature of Authorized Representative
 katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/22/2021
 Date

Dover Children's Home
 Name of the Contractor by: Renee Touhey-Chidress
 Signature of Authorized Representative
 Renee Touhey-Chidress
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/18/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress

Name: Renee Touhey-Chidress

Title: Executive Director

DS
RT

Contractor Initials

6/18/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 136215167
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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RT

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

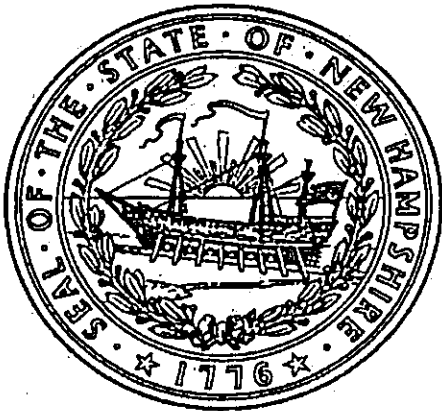
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DOVER CHILDRENS HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1893. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60257

Certificate Number: 0005380947



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Donald Cichon, hereby certify that:
(Name of the elected Officer of the Corporation/LLC (cannot be contract signatory))

1. I am a duly elected Chair of Dover Children's Home.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on June 18, 2021, at which a quorum of the Directors were present and voting.

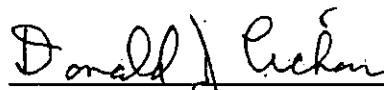
VOTED: That, Renee Touhey-Childress
(Name and Title of Contract Signatory)

is duly authorized on behalf of Dover Children's Home to enter into contracts or agreements with the State
(Name of Corporation/LLC)

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

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

Dated: 6/18/2021



Signature of Elected Officer
Name: Donald J Cichon
Title: Chair, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2021

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425		CONTACT NAME: Fairley Kanneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net	
INSURED Dover Childrens Home 207 Locust Street Dover NH 03820		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Group INSURER B: Technology Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # GAIG 42378	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

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

DISC LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC387921409	11/05/2020	11/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			CAP387821509	11/05/2020	11/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB387921609	11/05/2020	11/05/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3913097	11/05/2020	11/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability \$1,000,000
 Abuse and Molestation \$1,000,000

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant Street Concord NH 03301		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--	--

DOVER CHILDREN'S HOME

MISSION STATEMENT

Provide tools and support for youth to heal from emotional trauma through community-based treatment programs that foster relationships and enable youth to create hope for the future.

STRATEGIC FRAMEWORKS

- *Pursue Program Excellence*
 - *Expand Services*
- *Maximize the Effectiveness of Governance & Management Structure*
 - *Ensure Organizational Sustainability*

IT TAKES A COMMUNITY TO RAISE A CHILD

Financial Statements

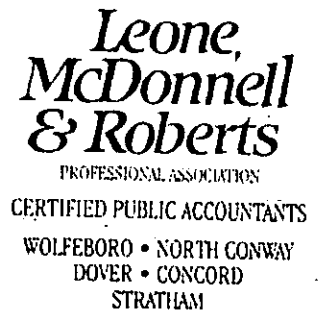
DOVER CHILDREN'S HOME, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT**

DOVER CHILDREN'S HOME, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

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To the Board of Directors
Dover Children's Home, Inc.
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Dover Children's Home, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of September 30, 2020 and 2019, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Basis for Qualified Opinion

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008 (the first year we were engaged as auditors), we were unable to form an opinion regarding the net assets of Dover Children's Home, Inc. and the related restrictions thereon (see Note 6).

Qualified Opinion

In our opinion, except for the possible effects of the matter discussed in the Basis for Qualified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Dover Children's Home, Inc. as of September 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Seane McDonnell & Roberts
Professional Association*

April 28, 2021
Dover, New Hampshire

DOVER CHILDREN'S HOME, INC.
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents		
Operating cash	\$ 86,453	\$ 77,566
Board designated cash, renovation project	-	19,142
Cash equivalents from investments	<u>59,751</u>	<u>55,001</u>
Total cash and cash equivalents	146,204	151,709
Accounts receivable	113,550	29,590
Inventory, food	2,484	2,747
Prepaid expenses	<u>29,110</u>	<u>22,780</u>
Total current assets	<u>291,348</u>	<u>206,826</u>
PROPERTY AND EQUIPMENT		
Land, building and improvements	1,842,894	1,842,894
Furniture and equipment	178,463	165,728
Vehicles	<u>94,549</u>	<u>94,549</u>
	2,115,906	2,103,171
Less accumulated depreciation	<u>972,545</u>	<u>914,693</u>
Total property and equipment, net	<u>1,143,361</u>	<u>1,188,478</u>
OTHER ASSETS		
Long term investments	<u>5,096,019</u>	<u>5,064,243</u>
Total assets	<u>\$ 6,530,728</u>	<u>\$ 6,459,547</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 5,349	\$ 6,987
Accounts payable, renovation project	-	43,880
Accrued paid time off	68,170	48,564
Accrued payroll and related liabilities	25,929	18,596
Refundable rent	365	-
Deferred revenue	<u>-</u>	<u>5,205</u>
Total current liabilities	<u>99,813</u>	<u>123,232</u>
NET ASSETS		
Without donor restrictions	1,868,078	1,811,503
With donor restrictions	<u>4,562,837</u>	<u>4,524,812</u>
Total net assets	<u>6,430,915</u>	<u>6,336,315</u>
Total liabilities and net assets	<u>\$ 6,530,728</u>	<u>\$ 6,459,547</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS		
Contributions	\$ 313,069	\$ 371,639
Fundraising	80,374	128,678
Government and other agencies	889,730	557,051
Income from outside trust grants	43,232	45,220
Interest income	344	3,055
Total unrestricted revenue and support	<u>1,326,749</u>	<u>1,105,643</u>
Net assets released from restrictions	<u>222,715</u>	<u>87,001</u>
Total revenue and support without donor restrictions and net assets released from restrictions	<u>1,549,464</u>	<u>1,192,644</u>
EXPENSES		
Program services		
Instructional and student activities	1,019,759	735,558
Residential	199,534	159,992
Supporting activities		
General and administrative	111,795	106,694
Fundraising and marketing	<u>161,801</u>	<u>154,695</u>
Total expenses	<u>1,492,889</u>	<u>1,156,939</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>56,575</u>	<u>35,705</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	7,000	5,000
Interest and dividends, investments	122,434	226,397
Net realized and unrealized gain on investments	131,306	84,306
Net assets released from restrictions	<u>(222,715)</u>	<u>(87,001)</u>
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	<u>38,025</u>	<u>228,702</u>
INCREASE IN NET ASSETS	94,600	264,407
NET ASSETS, BEGINNING OF YEAR	<u>6,336,315</u>	<u>6,071,908</u>
NET ASSETS, END OF YEAR	<u>\$ 6,430,915</u>	<u>\$ 6,336,315</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 94,600	\$ 264,407
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	57,853	38,660
In-kind donation of property and equipment	(12,000)	(34,805)
Gain on sale of investments	(11,752)	(18,166)
Unrealized gain on investments	(119,554)	(66,140)
Decrease (increase) in assets:		
Accounts receivable	(83,960)	4,839
Inventory, food	263	278
Prepaid expenses	(6,330)	(5,019)
(Decrease) increase in liabilities:		
Accounts payable	(1,638)	(7,533)
Accounts payable renovation	(43,880)	-
Accrued paid time off	19,606	5,367
Accrued payroll and related liabilities	7,333	4,674
Refundable rent	365	-
Deferred revenue	(5,205)	4,000
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(104,299)</u>	<u>190,562</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(736)	(731,141)
Purchase of investments	(1,588,278)	(1,211,608)
Proceeds from sale of investments	<u>1,687,808</u>	<u>1,071,326</u>
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>98,794</u>	<u>(871,423)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(5,505)	(680,861)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>151,709</u>	<u>832,570</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 146,204</u>	<u>\$ 151,709</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH ACTIVITY		
Increase in construction project costs included in accounts payable at year end	<u>\$ -</u>	<u>\$ 43,880</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
INSTRUCTIONAL AND STUDENT ACTIVITIES		
Salaries and wages	\$ 772,165	\$ 535,841
Payroll taxes	58,334	40,880
Health and dental insurance	53,654	32,713
Food	40,520	40,179
Insurance	17,078	16,943
Holidays/vacations	12,113	12,013
Client treatment and services	8,449	
Recreation/weekend activities	7,731	6,055
Telephone	6,783	6,388
Staff development	6,310	10,950
Vehicle insurance	5,327	4,051
Staff mileage reimbursement	4,816	3,385
Client transportation	3,933	3,873
Miscellaneous	3,765	3,831
Clothing	3,327	3,329
Resident allowance	2,908	3,463
Pilot house expense	2,580	1,507
Vehicle maintenance and repairs	2,394	1,060
Resident reinforcers	2,081	876
School supplies	1,854	4,286
Hygiene/personal products	1,503	1,764
Payroll service costs	1,073	961
Postage	422	420
Membership dues	404	393
Criminal record check	235	397
	<u>\$ 1,019,759</u>	<u>\$ 735,558</u>
Total instructional and student activities		

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.

STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

RESIDENTIAL	<u>2020</u>	<u>2019</u>
Salaries and wages	\$ 78,827	\$ 59,278
Depreciation	54,960	36,726
Heat	12,438	16,391
Electricity	12,169	10,617
Insurance	8,100	5,889
Payroll taxes	6,025	4,528
Grounds maintenance	5,965	4,429
Health and dental insurance	5,723	3,686
House supplies	5,066	4,987
Water and sewer	4,118	4,174
Equipment maintenance and repairs	3,182	7,060
Maintenance and repairs	2,847	2,119
Payroll service costs	114	108
	<u>114</u>	<u>108</u>
Total residential	\$ <u>199,534</u>	\$ <u>159,992</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
GENERAL AND ADMINISTRATIVE		
Salaries and wages	\$ 56,465	\$ 62,864
Audit fees	15,584	14,075
Other administrative expenses	11,477	2,622
Payroll taxes	4,519	4,528
Health and dental insurance	4,293	3,686
Insurance	4,251	3,688
IT/office infrastructure	3,373	3,256
Depreciation	2,893	1,934
Office supplies	2,315	2,693
Telephone	1,938	1,825
Membership dues	1,614	1,570
Miscellaneous	1,229	2,638
Food	1,226	683
Postage and shipping	422	420
Payroll service	86	108
Bank service fees	54	30
Printing and binding	29	-
Finance charges	27	74
	<hr/>	<hr/>
Total general and administrative	\$ 111,795	\$ 106,694

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.**STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
FUNDRAISING AND MARKETING		
Salaries and wages	\$ 112,932	\$ 93,105
Direct fundraising expenses	18,226	32,611
Payroll taxes	8,283	7,357
Health and dental insurance	7,868	5,990
Advertising	6,704	6,775
Insurance	3,785	3,508
Bank Service Fees	1,071	1,201
Telephone	969	913
Miscellaneous	769	2,023
Postage	563	560
Office supplies	408	476
Payroll service	157	176
Printing and binding	66	-
	<hr/>	<hr/>
Total fundraising and marketing	\$ 161,801	\$ 154,695

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Dover Children's Home, Inc. (the Home) is a non-profit organization designed to provide a home for the reception, care and instruction of needy, neglected, or abused children. The majority of the Home's funding is from federal and state funds administered through the State of New Hampshire Department of Health and Human Services.

Basis of Presentation

The financial statements of the Home have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Home to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Home. These net assets may be used at the discretion of the Home's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Home. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of September 30, 2020 and 2019, the Home had \$4,562,837 and \$4,524,812 of net assets with donor restrictions respectively.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the FASB ASC.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Home is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities, and as a result of having no unrelated business activities for each of the years ended September 30, 2020 and 2019, has made no provision for Federal income taxes in the accompanying financial statements.

Management has reviewed the tax positions for the Home under ASC 740, *Accounting for Income Taxes*, which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Home's tax positions taken on its information returns for all open tax years (tax years ending 2016 - 2019), and has concluded that no provision for income tax is required in the Home's financial statements.

Cash and Cash Equivalents

The Home considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents at September 30, 2020 and 2019 consist of money market accounts. Cash equivalents totaled \$59,751 and \$55,001 on September 30, 2020 and 2019, respectively.

At September 30, 2019 there is board designated cash of \$19,142. The board has designated these funds for the renovation project (see **Note 7**). There were no board designated funds at September 30, 2020.

Accounts Receivable

Accounts receivable represent amounts due from Medicaid and DCYF, as well as other small programs funded by the State of New Hampshire for the years ended September 30, 2020 and 2019. The amounts are based on the per diem rate paid for residents of the Home. The per diem rate is determined on an annual basis.

At September 30, 2020 accounts receivable included \$72,984 in grant funds through the New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers program (see **Note 11**).

The Home considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations and an allowance will be created when that determination is made.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. The values of the securities are subject to market fluctuations and are uninsured (see **Note 3**). Unrealized gains and losses and investment income from restricted investments are included in the change in net assets (see **Note 6**).

Inventory

Food inventories purchased for use in program residential services are carried at the lower of first-in, first-out cost or net realizable value.

Property and Equipment

Property and equipment are recorded at cost, if purchased, or at fair value at date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Costs for maintenance and repairs are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized.

Depreciation is provided over the life of the related assets using the straight line method as follows:

	<u>Years</u>
Buildings and building improvements	10 - 40
Furniture and equipment	5 - 10
Vehicles	5

Depreciation expense for the years ended September 30, 2020 and 2019 was \$57,853 and \$38,660, respectively.

Accrued Paid Time Off

Accrued paid time off represents the Home's liability for the cost of unused employee paid time off. The Home allows employees to carryover up to 120 hours of accrued paid time off which is payable when used or in the event of employee termination. The Home's liability for the accrued paid time off at September 30, 2020 and 2019 totaled \$43,945 and \$37,192, respectively. The Home also allows employees to use amounts in excess of the 120 hours for medical or other approved leave. The amount in excess of the 120 hours will not be paid out in the event of termination. The excess hours represents \$24,225 and \$11,372 of the total accrued paid time off balance at September 30, 2020 and 2019, respectively.

Contributions

All contributions are considered to be available for the general programs of the Home unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as net assets with donor restrictions.

Contributed Support

Many individuals involved with the Home have donated significant time to its activities and programs; however, no amount has been recognized in these financial statements because the contributed services did not meet the requirements for recognition.

Functional Allocation of Expenses

The costs of providing the various program services, fundraising, and general and administrative support have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, occupancy, supplies, etc. Functional expenses are classified by the type of activity for which expenses incurred, such as management and general, fundraising and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The cost of providing certain program and supporting services have been directly charged.

Fair Value of Financial Instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practical to estimate the value:

Accounts receivables and prepaid expenses – The carrying value of these accounts approximates fair value due to their short term nature.

Investments – The fair values of investments are measured using a fair value hierarchy, which prioritizes the inputs used in measuring fair values (see Note 5).

Accounts payable, accrued expenses, and deferred revenue – The carrying value of these accounts approximates fair value due to the short term nature of the obligations.

New Accounting Pronouncement

During the year, the Home adopted the provisions of FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending September 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

NOTE 2: LIQUIDITY AND AVAILABILITY

The following represents the Home's financial assets as of September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 146,204	\$ 132,567
Investments	5,096,019	5,064,243
Cash held for renovations	<u>-</u>	<u>19,142</u>
Total financial assets	5,242,223	5,215,952
Less amounts not available to be used within one year:		
Cash held for renovations	-	19,142
Restricted investments	<u>4,550,855</u>	<u>4,514,330</u>
Total amounts not available	<u>4,550,855</u>	<u>4,533,472</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 691,368</u>	<u>\$ 682,480</u>

It is the Home's goal to maintain financial assets to meet 6 months of operating expenses which approximated \$718,000 and \$558,000, at September 30, 2020 and 2019, respectively.

NOTE 3. INVESTMENTS

The following is a summary of investments at September 30, 2020 and 2019:

	<u>September 30, 2020</u>		
Endowment Fund	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 50,939	\$ 50,939	\$ -
Investment portion:			
Government obligations	244,537	257,809	13,272
Non-government obligations	759,971	811,197	51,226
Real assets	55,655	54,331	(1,324)
Common stocks	911,625	1,105,071	193,446
Mutual funds	<u>1,944,832</u>	<u>2,112,159</u>	<u>167,327</u>
Total investment portion	<u>3,916,620</u>	<u>4,340,567</u>	<u>423,947</u>
Total endowment fund	<u>\$ 3,967,559</u>	<u>\$ 4,391,506</u>	<u>\$ 423,947</u>

Other Funds	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 8,812	\$ 8,812	\$ -
Investment portion:			
Real assets	9,620	9,392	(228)
Mutual funds	<u>692,052</u>	<u>746,060</u>	<u>54,008</u>
Total investment portion	<u>701,672</u>	<u>755,452</u>	<u>53,780</u>
Total other funds	<u>\$ 710,484</u>	<u>\$ 764,264</u>	<u>\$ 53,780</u>
Total			
Total cash and cash equivalents	\$ 59,751	\$ 59,751	\$ -
Total investment portion	<u>4,618,292</u>	<u>5,096,019</u>	<u>477,727</u>
Total	<u>\$ 4,678,043</u>	<u>\$ 5,155,770</u>	<u>\$ 477,727</u>

September 30, 2019

Endowment Fund	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 45,686	\$ 45,686	\$ -
Investment portion:			
Government obligations	575,202	583,255	8,053
Non-government obligations	658,702	679,181	20,479
Real assets	50,349	55,318	4,969
Common stocks	751,328	980,423	229,095
Mutual funds	<u>1,910,473</u>	<u>1,979,108</u>	<u>68,635</u>
Total investment portion	<u>3,946,054</u>	<u>4,277,285</u>	<u>331,231</u>
Total endowment fund	<u>\$ 3,991,740</u>	<u>\$ 4,322,971</u>	<u>\$ 331,231</u>

Other Funds	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 9,315	\$ 9,315	\$ -
Investment portion:			
Real assets	9,184	10,108	924
Mutual funds	<u>750,833</u>	<u>776,850</u>	<u>26,017</u>
Total investment portion	<u>760,017</u>	<u>786,958</u>	<u>26,941</u>
Total other funds	\$ <u>769,332</u>	\$ <u>796,273</u>	\$ <u>26,941</u>
Total			
Total cash and cash equivalents	\$ 55,001	\$ 55,001	\$ -
Total investment portion	<u>4,706,071</u>	<u>5,064,243</u>	<u>358,172</u>
Total	<u>\$ 4,761,072</u>	<u>\$ 5,119,244</u>	<u>\$ 358,172</u>

NOTE 4.**CONCENTRATION OF CREDIT RISK**

The Home maintains its cash balances at one local financial institution. At September 30, 2020 and 2019, there were no balances in excess of the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. However, cash balances may exceed the insured limits at times throughout the year.

The Home received approximately 39% and 47% of its funding from Medicaid and the Division of Children, Youth and Families (DCYF) combined for the years ended September 30, 2020 and 2019, respectively. At September 30, 2020 and 2019, Medicaid and DCYF accounted for 36% and 96%, respectively, of the balance in accounts receivable.

NOTE 5.**FAIR VALUE MEASUREMENTS**

FASB ASC TOPIC No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Home may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at September 30, 2020.

Government obligations: Valued using pricing models maximizing the use of observable inputs for similar securities.

Non-government obligations: Consist of corporate bonds that are valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

Real assets: Consist of real estate investment trust (REIT) stocks which are actively traded and are valued at the daily closing price as reported by the trust. These trusts are required to publish their daily net asset value (NAV) and to transact at that price. All REIT's held by the Home are open-end REIT's that are registered with the Securities and Exchange Commission.

Common stocks: Valued at the closing market price on the stock exchange where they are traded (primarily the New York Stock Exchange).

Mutual funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Home are open-end mutual funds that are registered with the Securities and Exchange Commission.

	<u>2020</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Government obligations	\$ -	\$ 257,809	\$ -	\$ 257,809
Non-government obligations	-	811,197	-	811,197
Real assets	63,723	-	-	63,723
Common stocks	1,105,071	-	-	1,105,071
Mutual funds				
Equities	2,170,076	-	-	2,170,076
Fixed income	<u>688,143</u>	<u>-</u>	<u>-</u>	<u>688,143</u>
Total investments	<u>\$ 4,027,013</u>	<u>\$1,069,006</u>	<u>\$ -</u>	<u>\$5,096,019</u>

	<u>2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Government obligations	\$ -	\$ 583,255	\$ -	\$ 583,255
Non-government obligations	-	679,181	-	679,181
Real assets	65,427	-	-	65,427
Common stocks	980,423	-	-	980,423
Mutual Funds				
Equities	2,109,141	-	-	2,109,141
Fixed income	<u>646,816</u>	<u>-</u>	<u>-</u>	<u>646,816</u>
Total investments	<u>\$ 3,801,807</u>	<u>\$1,262,436</u>	<u>\$ -</u>	<u>\$5,064,243</u>

NOTE 6. QUALIFIED OPINION

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008, extensive research was performed in an attempt to reach a conclusion related to the restrictions of the Home's net assets and authorization related to the release of net assets from restrictions, if any. The research proved to be inconclusive, which has resulted in qualified opinions for the periods ended during 2008 through 2020 as it relates to the Home's net assets, the restrictions thereon, and authorization related to the release of net assets from restrictions, if any. Due to the uncertainty regarding the balance of net assets with donor restrictions, the Board has elected to treat all earnings on net assets with donor restrictions as net assets with donor restrictions, unless a transfer is made for operational purposes at the discretion of the Board of Directors, at which time the amount is transferred to net assets without donor restriction.

NOTE 7. CONSTRUCTION IN PROGRESS

During the year ended September 30, 2018, \$800,000 was released from the Home's net assets to help fund a renovation project. At September 30, 2019 \$19,142 of the released funds remained in this account. Additionally, \$43,880 of the renovation costs had not yet been paid as of September 30, 2019 and were included in accounts payable. The project was completed during September of 2019. The construction in progress balance was reclassified to building improvements for the year ended September 30, 2019. There was a zero balance in both construction in progress and accounts payable as is related to the renovation project for the year ended September 30, 2020.

NOTE 8. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

NOTE 9. PAYCHECK PROTECTION PROGRAM

In April 2020, the Home received loan proceeds in the amount of \$187,000 under the Paycheck Protection Program ("PPP"). The PPP is established as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT").

The loan was formally forgiven on January 7, 2021; as such, the entire amount of the loan was recorded as income from government and other agencies for the year ended September 30, 2020.

NOTE 10. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended September 30, 2020, the Home received grant revenue of \$63,750 and expended \$63,750 under the grant through payroll.

NOTE 11. OTHER FUNDING

During the year ended September 30, 2020 the Home accepted grant proceeds in the amount of \$72,984 from the State of New Hampshire under the New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers program. The funds received through this program are to be used to maintain the Homes accreditation with the Commission on Accreditation of Rehabilitation Facilities. At September 30, 2020 the funds were included in accounts receivable and were received on October 4, 2020.

NOTE 12. OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Home's programs. The significance of the impact of these disruptions, including the extent of their adverse impact on the Home's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. Due to the COVID-19 impact on the capital markets the Home continues to evaluate its investment strategies but does not anticipate any major changes to its investment portfolio in the near term. COVID-19 also makes it more challenging for management to estimate future performance of the Home's programs, particularly over the near to medium term.

NOTE 13. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through April 28, 2021, the date the financial statements were available to be issued.

DOVER CHILDREN'S HOME
FISCAL YEAR 2021 BOARD OFFICERS AND STANDING COMMITTEE CHAIRS
*** EXECUTIVE COMMITTEE ***
 updated: June 10, 2021

CHAIR Don Cichon (serving since 3-18-14) Financial Advisor: Cocheco Financial Group	VICE CHAIR Doug Glennon (serving since 10-21-14) Website Developer, Glennon Consulting Co-Owner, Jewelry Creations
TREASURER Lin Tamulonis (serving since 11-18-15) Retired	SECRETARY Jim Horne (serving since 8-26-15) President of Beacon Business Advantage
FORMER CHAIR Carolyn Mebert (serving since 6-10-03) Associate Professor of Psychology University of New Hampshire	Paul Chamberlin (serving since 1-27-16) Retired Associate VP of Facilities University of New Hampshire

DOVER CHILDREN'S HOME
FISCAL YEAR 2021 BOARD OF DIRECTORS

Mike Murphy, Finance Chair (serving since 3-25-15) CPA: Murphy, Powers, and Wilson, P.C.	Ann Lane, Facilities & Infrastructure Chair (serving since 3-23-16) Retired Carpenter and Real Estate Developer
David Rich, MD (Serving since 3-27-21) Pediatrician and Partner Dover Pediatrics	Candace McCloy, Personnel Chair (serving since 1-25-18) Retired Human Resources Director Measured Progress
Martha Munhall (serving since 1-23-19) Director of Talent Acquisition Wentworth-Douglass Hospital	Sean O'Connell (serving since 6-24-20) Partner/Attorney Shaheen & Gordon
Timothy Moore (Serving since 4-28-21) CEO/Co-Owner Marcam Associates	

Renee E. Touhey-Childress, LICSW

MSW Professional Experience

- Dover Children's Home** 8/2015 - Present
Dover, NH
Executive Director
- Development of programs and services
 - Oversight of program and all administrative functioning
 - Marketing and fundraising to make up for half the fiscal year operating budget
 - Ensuring policies and procedures are developed appropriately, maintained and enforced
 - Supervision of all administrative personnel
- MENTOR Network – MA MENTOR Lawrence Children's Program** 8/2012 – 8/2015
Lawrence, MA
Program Director
- Provide formal weekly supervision to all managers
 - Oversee daily functions of the program (i.e. intake, financials, recruiting, child and family services)
 - Ensure budgets are met and followed in daily, weekly and monthly work
 - Conduct investigations and write supporting documentation involving potential caretaker misconduct from foster parents
 - Oversee quality assurance in the program based on DEEC Regulations, DCF Family Resource Policy and MENTOR Operating Documents
 - Conduct audits of the Program's clinical and logistical requirements and oversee the follow through to ensure regulatory standards are met
 - Collaborate closely with the State Team Members (i.e. Quality Assurance Manager, Area Director, Executive Director, etc.)
 - Develop and facilitate management team meetings and full team meetings weekly in the program
 - Identify creative interventions in working with foster parents and children
 - Conduct interviews with potential employment candidates and make decisions on hiring based off a behavioral interview method
 - Train all staff regarding clinical areas of focus as well as logistical and regulatory areas of focus
- Wheelock College** 8/2012-5/2014
Boston, MA
Faculty Field Liaison
- Taught a Master of Social Work level Field Seminar Course that bridged the field placement experience with classroom learning
 - Provided three site visits per school year to twelve students in a variety of Social Work settings
 - Facilitated conversations between students and site Field Instructors regarding learning in the field and enhancing the experience for the student
 - Responsible for classwork documentation and grading of students
- MENTOR Network – MA MENTOR Lawrence Children's Program** 3/2008 – 8/2012
Lawrence, MA
Clinical Supervisor
- Provide at least one hour per week of formal clinical supervision to five Program Services Coordinators
 - Locate appropriate trainings for Clinical Coordinators in order to encourage individual professional development
 - Ensure a high quality of care is provided to the individuals served within the program
 - Offer clinical support to Mentor foster parents on a consistent basis as indicated by level of ability and need

Renee E. Touhey-Childress, LICSW

- Conduct utilization reviews for both Individual and Mentor foster parent records to ensure compliance with DEEC, DCF and MENTOR regulations
- Provide strong customer service to Lead Agencies, DCF and all other contracted collaterals
- Assist the Program Manager in administrative functions on an as needed basis
- Complete CORI waivers in a timely manner in order to be in compliance with State regulations for Mentor foster parents, household members and frequent visitors
- Enforce necessary regulations in MENTOR foster homes to ensure Client safety
- Conduct internal investigations alongside DCF Special Investigators
- Complete all necessary documentation using proficient neutral writing skills

Team Coordinating Agency – Phoenix East Behavioral Treatment Program
Haverhill, MA

5/2006 – 3/2008

Clinical Therapist

- Provided a therapeutic environment for twelve adolescent males in a behavioral treatment residence model
- Completed psychosocial assessments on all individuals in the program
- Developed clinical treatment plans incorporating a DSM IV Axis diagnosis
- Collaborated effectively with collaterals and members of the family system in the treatment of the individuals
- Provided individual and family therapy with adolescents and families with significant trauma, substance abuse, and/or criminal histories
- Completed billing forms and all necessary documentation in accordance with licensing requirements
- Knowledge and utilization of the CANS assessment tool

BSW Professional Experience

North Shore ARC – Building Blocks Program
Danvers, MA
Building Blocks Provider

5/2004 – 8/2005

Clinical Practicum Internship Experience

Home for Little Wanderers – Community Living Program at Coldwell Banker House
9/2004 – 8/2005
Norwood, MA
MSW Practicum

Alliance for Inclusion & Prevention – After school Program
9/2003 – 5/2004
Roslindale, MA
BSW Senior Practicum Intern

City Life/Vida Urbana
9/2002 – 12/2002
Jamaica Plain, MA
Social Work Policy Intern

Education

Wheelock College, Boston, MA
Master of Social Work

May 2006

Wheelock College, Boston, MA
Bachelor of Social Work
GPA 3.1

May 2004

Bond University - Gold Coast, Australia
Spring Study Abroad Program
Concentration: Psychology

April 2003

Mary Thurber

Rochester, NH 03868

To be a member of a dynamic organization where I can contribute my professional talent and skills while adding value to the business. To obtain a position where my organizational, communication and problem solving skills can benefit the organization through executive support and allow for career advancement and mutual growth.

Work Experience

Accounts Payable Clerk

OI Infusion Services LLC
August 2020 to Present

- Daily input of invoices for infusion medications for 20+ medical providers
- Propose invoices that are due for approval from providers
- Weekly and month end deposit reconciliations for 20+ clinics
- Monthly inventory of on hand and administered medications
- Monthly site summary of cost of goods, net income, infusions and inventory
- Monthly review of unearned discounts taken and owed for infusion drugs
- Weekly leadership meetings to identify issues, to do lists and quarterly projections
- Quarterly review of cost of medications for vendor pricing

Office Manager

Little Bay Broadcast Services - Dover, NH
August 2012 to Present

- Bookkeeping using QuickBooks including all Accounts Receivable and Accounts Payable as well as generating, editing and emailing invoices
- Interface with existing and prospective customers including taking accurate and detailed messages as needed
- Process weekly payroll for employees and responsible for maintaining employee files, vacation/time off tracking
- Reconciliation of multiple credit cards and bank accounts. Proofread contracts sent to potential clients
- Handle overall office administration including faxing, filing, copying, inventory and supplies

Contractor - IT Help Desk Agent at Liberty Mutual

Pro Unlimited - Dover, NH
October 2019 to August 2020

- Providing technical assistance and support to employees for issues related to over 2,000 applications
- Performed general maintenance tasks, troubleshoot and repaired computer systems and peripheral equipment; documents and applied standard solutions.

Cosmetologist / Nail Technician

Wentworth By The Sea Hotel & Spa - New Castle, NH
2003 to 2017

Perform manicures and pedicures for hotel and local guests
Build and maintain a client base in this commission based position
Offer strong customer service to all guests

Legal Assistant / Real Estate Paralegal / Prosecution Paralegal

Alton Law Offices - Alton, NH

August 2007 to August 2012

Bookkeeping using QuickBooks including all Accounts Payable and Accounts Receivable as well as generating, editing and mailing monthly invoices
Handle overall office administration including faxing, filing, copying, general correspondence
Interface with existing and prospective clients including listening to clients and directing them to attorneys as needed; taking accurate and detailed messages as needed
Scheduling appointments and maintaining court calendars for multiple attorneys
Transcribing dictation of Motions, client letters, Purchase and Sales Agreements and Settlement Proposals
Producing Settlement Statements and all necessary closing documents for clients and their lenders with respect to real estate purchases and refinances
Coordinate closing details with lenders, buyers and sellers
Draft letters and motions to Court
Maintain Employee absentee calendar
Prepare and send Discovery materials

Office Manager

Salmon Falls Stoneware - Dover, NH

1997 to 2007

Managing payroll for 50+ employees
Maintain data for all incoming orders
Oversee monthly inventory as well as daily and weekly production
Produce invoices, and handle Accounts Receivable and Accounts Payable
Create spreadsheets and calculate commission statements
Handle overall office administration including faxing, filing, copying, general correspondence
Provide outstanding customer service to clients both in house and external inquiries

Workers Compensation Rater / Customer Account Assistant

Liberty Mutual Insurance Company - Portsmouth, NH

1991 to 1996

Approved rates and premiums for business applications
Determined policies needed following state regulations
Analyzed documents and forms for accurate completion

Education

High school diploma

Skills

- Excellent customer service skills; Microsoft Word, Microsoft Excel, QuickBooks, E-closing, Timeslips; Paychex; Internet knowledge; Energetic personality; team player

AREAS OF EFFECTIVENESS:

Cross-Functional skills to support team members
Proven ability to manage, organize and prioritize multiple tasks within required deadlines
Demonstrated customer service and sales abilities
High attention to detail
Ability to work independently and take direction
Responsible for Company Business Finance reporting
Maintain cost effective finance reports
Provides analysis of business financial results to management
Conducts and assists in daily business tasks
Managing confidential information with discretion
Ability to keep to a regimented schedule
Willing and able to accept responsibility

- Accounts Payable
- Workers' Compensation
- Transcription
- Bookkeeping
- Nail Care
- Accounts Receivable
- Payroll
- Proofreading
- General Ledger Reconciliation
- Human Resources

CONTRACTOR NAME: Dover Children's Home

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Renee Touhey-Childress	Executive Director	\$84,421.00	63%	\$53,185.00
Mary Thurber	Office Manager	\$52,000.00	63%	\$32,760.00

Subject: Residential Treatment Services for Children's Behavioral Health

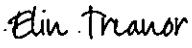

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

Contractor Initials DS
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 Date 6/24/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

ET

Date

6/24/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials OS
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Date 6/24/2021

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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Scope of Services

1. Statement of Work

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

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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- 1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.
 - 1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.
 - 1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.
- 1.12. Collaborative Care**
- 1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.
 - 1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.
 - 1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.
 - 1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.
 - 1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.
 - 1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.
 - 1.15.1.1.2.4. Developing a youth peer mentor model.
- 1.15.1.2. Family Voice and Engagement
 - 1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:
 - 1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.
 - 1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.
 - 1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

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

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

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

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

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

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

1.21. Evidence Based Practices

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

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

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

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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

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

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

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

2. Residential Treatment Levels of Care

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

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

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

2.4. **Reserved**

2.5. **Reserved**

2.6. **Reserved**

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

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

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

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

2.7.2.2. Structured and safe, therapeutic milieu environment,

2.7.2.3. Medication Monitoring and management,

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

2.7.2.5. Concentrated individualized treatment

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

2.7.3. Staffing

- 2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.7.3.2.1. Direct Care Staff/Milieu:
 - 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
 - 2.7.3.2.1.2. Awake overnight; 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8

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- 2.7.3.2.2.5. Family Worker: 1:8
- 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
- 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
- 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

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

2.7.5. Educational Services

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

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

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

2.7.6. Transportation

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

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

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

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

3. Specific Residential Treatment Program Requirements

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

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

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

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

3.5.1. Lancaster

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

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

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

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

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

3.5.2 Robert B Jolicoeur Ed & Res Facility-Boys

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

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

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

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

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

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

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

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

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

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

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

3.5.4 Zachary Road

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

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

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

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

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

5. Reporting Requirements

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

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

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

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

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6. Performance Measures

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

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

6.2. Performance Improvement

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

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

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

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.

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

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advancement, in providing consistent, high-quality services.

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

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

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

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

8. Records

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

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

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

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EXHIBIT C**



Payment Terms

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

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



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

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

4.1.1.

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

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

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

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

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**New Hampshire Department of Health and Human Services
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EXHIBIT C**



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

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

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EXHIBIT C**



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

7. Audits

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

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials

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Date: 6/24/2021



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Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

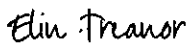
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

6/24/2021

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

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Vendor Initials

6/24/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/24/2021

Date

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO

DS
ET

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: _____

6/24/2021

Date _____

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO

Contractor Initials ET
Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

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Date 6/24/2021



New Hampshire Department of Health and Human Services

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

3/2014

Contractor Initials

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Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials et

Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials ET

Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Easter Seals New Hampshire, Inc

The State by:

Name of the Contractor

Katja Fox

Elin Treanor

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Elin Treanor

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

CFO

Title of Authorized Representative

6/24/2021

6/24/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

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Contractor Initials

6/24/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1: The DUNS number for your entity is: 085573467

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

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

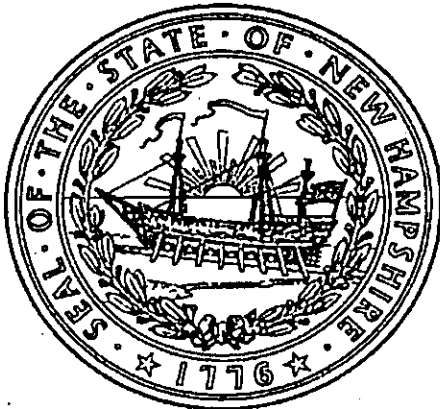
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0005334269



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 10, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

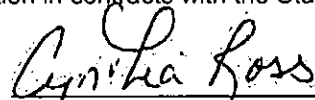
VOTED: That Elin Treanor, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

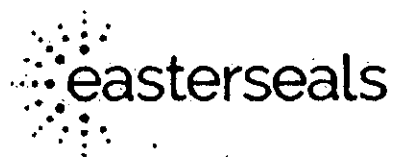
Dated: 6/10/2021



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

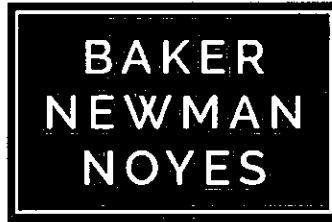
DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



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

Single Audit Act Reports

Year Ended August 31, 2020

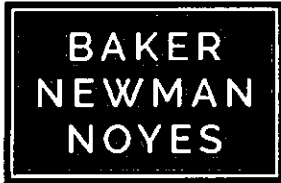
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2020

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statement of financial position as of August 31, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 11, 2020.

Internal Control Over Financial Reporting

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

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

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

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

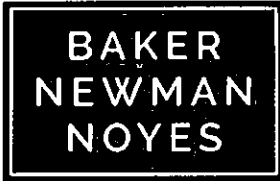
Compliance and Other Matters

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

Purpose of this Report

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

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

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

Report on Compliance for Each Major Federal Program

We have audited Easter Seals New Hampshire, Inc. and Subsidiaries' (Easter Seals NH) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of Easter Seals NH's major federal programs for the year ended August 31, 2020. Easter Seals NH's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Easter Seals NH's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 of the U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Easter Seals NH's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Easter Seals NH's compliance.

Opinion on Each Major Federal Program

In our opinion, Easter Seals NH complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2020.

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

Report on Internal Control Over Compliance

Management of Easter Seals NH is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Easter Seals NH's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control over compliance.

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of Easter Seals NH as of and for the year ended August 31, 2020, and have issued our report thereon dated December 11, 2020, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is 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 auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of Agriculture:			
Passed through the New Hampshire Department of Education:			
Child Nutrition Cluster:			
School Breakfast Program	10.553	02-6000618	\$ 9,130
National School Lunch Program	10.555	02-6000618	<u>167,419</u>
Total Child Nutrition Cluster			176,549
Child and Adult Care Food Program	10.558	02-6000618	<u>181,676</u>
Total U.S. Department of Agriculture			358,225
U.S. Department of Housing and Urban Development:			
Passed through the City of Manchester Community Improvement Program:			
Community Development Block Grants/ Entitlement Grants	14.218	02-6000517	30,000
Passed through the State of New Hampshire Department of Health and Human Services – Bureau of Homeless and Housing Services:			
Emergency Solutions Grant Program	14.231	02-6000618	<u>72,547</u>
Total U.S. Department of Housing and Urban Development			102,547
U.S. Department of Justice – Office on Violence Against Women:			
Passed through the City of Manchester Police Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program:			
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	02-6000517	<u>370</u>
Total U.S. Department of Justice – Office Against Violence Against Women			370
U.S. Department of Labor:			
Homeless Veterans Reintegration Project	17.805	N/A	<u>265,751</u>
Total U.S. Department of Labor			265,751

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of the Treasury:			
Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):			
Coronavirus Relief Fund	21.019*	02-6000618	\$ 12,813
Passed Through Swim With a Mission:			
Coronavirus Relief Fund	21.019*	81-4476050	46,676
Passed through the New Hampshire Department of Employment Security:			
Coronavirus Relief Fund	21.019*	02-6000618	1,779,150
Passed through Pathways of River Valley:			
Coronavirus Relief Fund	21.019*	23-7291410	43,350
Passed through Lakes Region Community Services:			
Coronavirus Relief Fund	21.019*	02-0329795	16,650
Passed through the Community Bridges:			
Coronavirus Relief Fund	21.019*	02-0368594	287,850
Passed through Monadnock Development Services:			
Coronavirus Relief Fund	21.019*	02-0369974	46,650
Passed through Gateways Community Services:			
Coronavirus Relief Fund	21.019*	02-0377315	117,750
Passed through Moore Center:			
Coronavirus Relief Fund	21.019*	02-0261136	113,850
Passed through One Sky Community Services:			
Coronavirus Relief Fund	21.019*	02-0368955	260,550
Passed through Community Partners:			
Coronavirus Relief Fund	21.019*	25-1918334	76,650
Passed through Community Crossroads:			
Coronavirus Relief Fund	21.019*	02-0347939	<u>71,550</u>
Total U.S. Department of the Treasury			2,873,489
U.S. National Endowment for the Arts:			
Passed through the New Hampshire State Council on the Arts:			
Promotion of the Arts Partnership Agreements	45.025	02-6000618	<u>4,350</u>
Total U.S. National Endowment for the Arts			4,350
U.S. Department of Veteran's Affairs:			
VA Homeless Providers Grant and Per Diem Program	64.024	N/A	73,183
Passed through University of Vermont & State Agriculture:			
VA Supportive Services for Veteran Families Program	64.033	03-0179440	<u>225,755</u>
Total U.S. Department of Veteran's Affairs			298,938

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Education:			
Passed through the New Hampshire Department of Children, Youth and Families:			
Title I Grants to Local Educational Agencies	84.010	02-6000618	\$ <u>102,875</u>
Total U.S. Department of Education			102,875
U.S. Department of Health and Human Services:			
CCDF Cluster:			
Passed through the New Hampshire Department of Health and Human Services:			
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596*	02-6000618	705,020
Child Care and Development Block Grant	93.575*	02-6000618	<u>278,381</u>
Total CCDF Cluster			983,401
Alzheimer's Disease Program Initiative (ADPI)	93.470	N/A	229,102
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	84,810
Special Programs for the Aging, Title IV and Title II Discretionary Projects	93.048	02-6000618	43,502
National Family Caregiver Support, Title III, Part E	93.052	02-6000618	47,973
Medicare Enrollment Assistance Program	93.071	02-6000618	14,104
Affordable Care Act D Aging and Disability Resource Center	93.517	02-6000618	5,749
Social Services Block Grant	93.667	02-6000618	242,610
Medical Assistance Program	93.778	02-6000618	72,033
CMS Research, Demonstrations and Evaluations	93.779	02-6000618	49,842
Passed through Division for Children, Youth and Families, Juvenile Justice Services:			
Stephanie Tubbs Child Welfare Services Program	93.645	02-6000618	36,492
Passed through Manchester Community Health Center dba – Amoskeag Health:			
Substance Abuse and Mental Health Services – Projects of Regional and National Significance	93.243	02-0458174	10,049
Adoption Opportunities Grants: Title II of the Child Adoption Opportunities	93.652	02-0458174	11,884

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Passed through Catholic Medical Center: Medical Assistance Program	93.778	02-0315693	\$ 83,505
Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section: Block Grants for Prevention and Treatment of Substance Abuse	93.959*	02-6000618	303,542
Opioid STR	93.788	02-6000618	1,010,565
Passed through Catholic Medical Center: Opioid STR	93.788	02-0315693	338,050
Passed through the New Hampshire Division of Community Based Services, Bureau of Community Based Military Programs: Temporary Assistance for Needy Families	93.558	02-6000618	<u>97,611</u>
Total U.S. Department of Health and Human Services			<u>3,664,824</u>
Total Federal Expenditures			<u>\$7,671,369</u>

* Major Program

See notes to this schedule.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) under programs of the federal government for the year ended August 31, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Easter Seals NH, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Easter Seals NH.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule does not include matching amounts that Easter Seals NH expends in connection with its federal programs. The categorization of expenditures by program included in the Schedule of Expenditures of Federal Awards is based upon the Catalog of Federal Domestic Assistance (CFDA). Easter Seals NH has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Easter Seals NH affiliates that received federal awards that are included in the Schedule include Manchester Alcoholism Rehabilitation Center, Easter Seals Maine, Inc., and Easter Seals Vermont, Inc.

3. Subrecipients

No grant monies expended and reported within the Schedule were passed through to subrecipients.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Financial Statements:

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified?	_____	yes	<u> X </u>	no
Significant deficiency(ies) identified?	_____	yes	<u> X </u>	none reported
Noncompliance material to financial statements noted?	_____	yes	<u> X </u>	no

Federal Awards:

Internal control over major programs:

Material weakness(es) identified?	_____	yes	<u> X </u>	no
Significant deficiency(ies) identified?	_____	yes	<u> X </u>	none reported

Type of auditors' report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? _____ yes X no

Identification of Major Programs:

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
	U.S. Department of the Treasury:
	Passed Through State of NH Governor's Office for
	Emergency Relief and Recovery (GOFERR):
21.019	Coronavirus Relief Fund
	Passed through Swim With A Mission:
21.019	Coronavirus Relief Fund
	Passed through the New Hampshire Department
	of Employment Security:
21.019	Coronavirus Relief Fund
	Passed through Pathways of River Valley:
21.019	Coronavirus Relief Fund
	Passed through Lakes Region Community Services:
21.019	Coronavirus Relief Fund
	Passed through Community Bridges:
21.019	Coronavirus Relief Fund

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Identification of Major Programs (Continued):

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
	Passed through Monadnock Development Services:
21.019	Coronavirus Relief Fund
	Passed through Gateways Community Services:
21.019	Coronavirus Relief Fund
	Passed through Moore Center:
21.019	Coronavirus Relief Fund
	Passed through One Sky Community Services:
21.019	Coronavirus Relief Fund
	Passed through Community Partners:
21.019	Coronavirus Relief Fund
	Passed through Community Crossroads:
21.019	Coronavirus Relief Fund
	U.S. Department of Health and Human Services:
	CCDF Cluster:
	Passed through the New Hampshire Department
	of Health and Human Services:
	Child Care: Mandatory and Matching Funds
93.596	of the Child Care and Development Fund
93.575	Child Care and Development Block Grant
	Passed through the New Hampshire Division of Public
	Health Bureau of Community Services, Alcohol
	and Other Drug Treatment Section:
93.959	Block Grants for Prevention and Treatment of
	Substance Abuse

Dollar threshold used to distinguish
between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? X yes no

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2020

SECTION II – Financial Statement Findings

Findings related to the financial statements which are required to be reported in accordance with *Government Auditing Standards*:

None

SECTION III – Federal Award Findings and Questioned Costs

Findings and questioned costs for federal awards which shall include findings as defined in Section 2 CFR 200.516(a):

None

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2020

The prior year single audit disclosed no findings in the Schedule of Findings and Questioned Costs and no unrecorded or unresolved findings exist from the prior audit's Summary Schedule of Prior Audit Findings.

2021 Easter Seals New Hampshire, Inc. Board of Directors

Chairman

Matthew Boucher
President
Airmar Technology Corp.

9/2012-12/2021

Past Chairman

Andrew MacWilliam
Partner
Pricewaterhouse Coopers LLP

9/2009-12/2021

Vice Chairman

Tom Sullivan
President
Sullivan Construction, Inc.

5/2009-12/2021

Vice Chairman

Charles S. Goodwin
Cogswell Benevolent Trust

11/2005-12/2023

Treasurer

Bryan Bouchard
CMA & Assistant Professor
Southern NH University

3/2015-12/2021

Assistant Treasurer

Charles Panasis
Director
Brady Sullivan Properties

11/2012-12/2021

Secretary

Mary Flowers
President
Flowers Communication

12/2017-12/2023

Trevor Arp
Senior VP, Comcast

2/2021-12/2023

Gregory Baxter, MD
President, Elliot Health System
One Elliot Way

2/2020-12/2023

Dennis Beaulieu
White Mountain Insurance (Ret)
61 Barnard Hill Rd.

11/2008-12/2023

Jim Bee, CIMA
Senior Vice President
Morgan Stanley

10/2008-12/2021

Tom Bullock
Chairman of the Board
Amoskeag Beverages

12/2020-12/2023

Rick Courtemanche
IBM (Ret)
254B Towle Farm Road

11/2013-12/2022

Eddie Edwards
Eddie Edwards Consulting, LLC
28 Childs Drive

2/2021-12/2023

Elizabeth Hitchcock
Principal
Orbit Group

4/2021-12/2023

William Lambrukos
Sr. VP Operations
Northeast Delta Dental

4/2019-12/2022



2021 Easter Seals New Hampshire, Inc. Board of Directors

Lucy Lange
General Manager
Monadnock Radio Group

Linda Roth
Long Term Care (Ret)
32 McIntosh Road

Rob Wieczorek
President, Wieczorek Insurance

12/2018-12/2021

12/2017-12/2023

11/2013-12/2021

Bob Litterst
Fidelity Investments (Ret)

Mark Sandler
Director, Electric Operations
Eversource Energy

General Counsel & Assistant
Secretary (non-voting member)
Bradford Cook, Esq.
Sheehan Phinney

11/2015-12/2021

10/2019-12/2022

Tracey Pelton
Exec Dir, Business Dev & Mkting
PROCON LLC

Sanjeev Srinivasan
VP, Corporate Dev & Strategy
Hypertherm

11/2001-12/2022

1/2018-12/2023

4/2021-12/2023

Richard Rawlings
Mng.Prtnr (Ret)
Northwestern Mutual

Paul E. Voegelin, COO
Sheehan Phinney Bass + Green

12/1999-12/2021

12/2020-12/2023

Elin Treanor
Concord, New Hampshire 03301

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|--|
| 1994 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988. | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

Elin Treador
work history cont'd

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

JOSEPH T. EMMONS

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events:
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty January 2001 - Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

New Hampshire Medicaid Medical Care Advisory Committee January 2018 – Present

Oversight Commission on Children’s Services (RSA 170-G:19, HB517, Laws of 2017 , appointed by Senate President Chuck Morse, July 6, 2017 to Present

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor’s Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 – Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families*

For the 21st Century this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council

January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010-
August 2013

New Hampshire Interagency Coordinating Council for Women Offenders
2013

January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013

NASMHPD representative to the Children's Mental Health Subcommittee

Chair, NASMHPD President's Task Force on Returning Veteran's

Board Member Member-at-Large 2011-2013

Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present

NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013

NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.

NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association

SMHRCY Representative to Children's Mental Health Subcommittee and

NAPCWA Executive Committee, 1991 - 1994

NH State Child Welfare Representative, 1995- Present

NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004

NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005

NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors

Judge Baker Children's Center, Boston, Mass.

Committee Member, 1995 – January 2006

Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers

September 1999 - 2003

25 Walker Street

Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire

School of Health and Human Services

Department of Social Work

September 1998 – September 2002

Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health

1995 - 1998

Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present Second Term
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014- Present

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "New Hampshire National Guard Distinguished Service Medal" for providing
leadership while at the Department of Health and Human Services for developing services,

supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan ; 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing 'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

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

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

EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

- 2019 – Present Easterseals New Hampshire, Inc., Manchester, NH
<https://www.eastersealsnh.org/>
President/CEO
- 1991 – 2019 Families In Transition – New Horizons, Manchester, NH
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)
- 1987 – 1991 State of New Hampshire, Division for Children and Youth Services, Portsmouth, NH
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious	Strong Financial Acumen
Strategic Planning	Entrepreneur/Builder
Community Relationships	Experienced Communicator
Organizational Capacity Building	Team Building & Leadership

Professional Experience

November 1991 – ²⁰¹⁹ Present Families in Transition

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

Key Accomplishments

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

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

Key Accomplishments

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

November 1991 – December 2017
President & Founder Manchester, NH

Key Accomplishments:

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

Community Service

- NH Charitable Foundation – Member, Board of Directors, Current
- NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors, 2015
- Leadership New Hampshire, 2010
- Housing Action New Hampshire – Past Council Member, 2009
- Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009

Awards and Honors:

- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
- Southern New Hampshire University Coeffler Award, 2018
- University of New Hampshire Granite State Award, 2018
- Business NH Magazine's Nonprofit of the Year, 2013

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

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

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

Tina M. Sharby, PHR

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

Areas of expertise include:

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

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

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

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

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

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

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

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

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

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

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

EDUCATION

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

ORGANIZATIONS

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

John D. Soucy, MSW, LICSW

EDUCATION

May 1994 **Master of Social Work**
Boston College Graduate School of Social Work
Clinical Concentration

May 1991 **B. A. University of New Hampshire**
Major: Psychology
Minor: Judicial Studies

EMPLOYMENT

May 2009- Easter Seals of NH
Present

Senior Vice President of Children's Services

Residential and Educational Services

Zachary Road- 106 bed residential facility, psychiatric and neurobehavioral
Lancaster Treatment Facility and School- 27 bed residential facility, psychiatric and neurobehavioral
Boy Intensive Residential Treatment- 16 bed residential facility, psychiatric and neurobehavioral
Krol House- 5 bed residential facility, psychiatric and neurobehavioral
Zachary Road School 60 students with neurobehavioral disabilities
Jolicoeur School 70 students with psychiatric disabilities

Early Support and Services

Salem- In home and outpatient services for ages birth to 3 (PT, OT and Speech)
Manchester- In home services for ages birth to 3 (PT, OT and Speech)

Child Development Services

West Side Manchester- 225 children pre-school program and community resource center
Auburn Street-75 children pre-school program

Autism Services

Clinic and In-home services for children with autism-Applied Behavioral Analysis

Camp

Camp-Sno Mo-Summer Camp for children with special needs

- Monitoring the daily operations of direct service programs
- Supervision of all program directors
- Assure that all clinical services are provided in accordance with agency's therapeutic policies and procedures
- Assure all educational requirements are consistent with the

Department of Education

- Assure all clinical records are consistent with licensing, certification and accreditation requirements
- Represent the agency with presentations to community groups and other organizations
- Manage a \$32,000,000 budget
- Responsible for approximately 1000 staff

May 1990- Odyssey House of New Hampshire
May 2009

April 2001- **Director of Operations**

- Monitoring the daily operations of direct service programs
- Supervision of all program directors
- Assure that all clinical services are provided in accordance with agencies therapeutic policies and procedures
- Training of program staff in agency's clinical philosophy, policies and procedures
- Assure all clinical records are consistent with licensing, certification and accreditation requirements
- Represent the agency with presentations to community groups and other organizations
- Assist in development of new programs and services
- Member of Executive Management Team

October 1999-
July 2003

Program Director

Odyssey House Adolescent Therapeutic Center
(30 bed long term residential treatment program, psychiatric facility)

- Responsible for all internal operations
- Administrative and Clinical supervision/oversight for 60 staff
- Budget management
- Human resources responsibilities
- Responsible for maintaining all licenses and certifications

June 1997-
July 2003

Program Director

Odyssey Blue Heron Inn
(8 bed independent/transitional living program for 16 -21 years)

- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning
- Budget management
- Human resources responsibilities

- Responsible for maintaining all licenses and certifications

September 1995-
December 1999

Program Director

Odyssey PACE Program

(14 bed diagnostic program, adolescents)

- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning
- Budget management
- Human resources responsibilities
- Responsible for maintaining all licenses and certifications
- Conducted Family Assessment for the courts
- Presented clinical recommendations to the courts

June 1998-
December 1999

Program Director

Odyssey PACE Maine

(Diagnostic program for latency aged children, opened January 1999)

- Responsible for all aspects of licensing and opening new program
- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning
- Budget management
- Human resources responsibilities
- Responsible for maintaining all licenses and certifications
- Conducted Family Assessment for the courts
- Presented clinical recommendations to the courts

March 1995-
September 1995

Clinical Coordinator/ Assistant Director

Odyssey PACE Program

(14 bed diagnostic program, adolescents)

- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning

January 1993-
March 1995

Therapist

Odyssey House Adolescent Therapeutic Center

(30 bed long term residential treatment program, psychiatric facility)

- Treatment Team Leader
- Provided individual, family, and group therapy
- Facilitated substance abuse groups
- Co-led sexual abuse victims group
- Case management responsibilities

June 1991-
January 1993

Primary Care Giver

Odyssey House Adolescent Therapeutic Center
(30 bed long term residential treatment program, psychiatric facility)

- Case management responsibilities
- Provided individual counseling
- Crisis management/intervention

June 1990-
September 1990

Vocational Teacher's Assistant (Summer employment)

Odyssey House Adolescent Therapeutic Center
(30 bed long term residential treatment program, psychiatric facility)

- Assisted in teaching vocational skills
- Crisis intervention
- Mediated employee/employer relations

May 1990-
June 1990

Overnight Counselor (Summer employment)

Odyssey Stark House

(All female long term residential treatment program)

September 1992-
May 2009

Family Assessment Consultant

Conduct in-home Family Assessment for the courts

EASTER SEALS NEW HAMPSHIRE, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$309,000.00	0%	\$0
Elin Treanor	CFO	\$262,254.48	0%	\$0
Joseph Emmons	CDO	\$148,526.00	0%	\$0
Tina Sharby	CHRO	\$183,855.00	0%	\$0
John Soucy	SVP of Children's Services	\$155,530.00	0%	\$0

Subject: Residential Treatment Services for Children's Behavioral Health

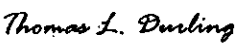

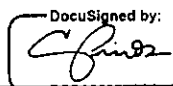
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Home for Little Wanderers, Inc.		1.4 Contractor Address 10 Guest Street, Boston, MA 02135	
1.5 Contractor Phone Number (857) 208-0994	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$19,903,207.01
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/25/2021 <small>53E088EB616246A</small>		1.12 Name and Title of Contractor Signatory Thomas L. Durling CFO	
1.13 State Agency Signature DocuSigned by:  Date: 6/25/2021 <small>ED9D05804C82442</small>		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/25/2021 <small>DSCA9207E32C7AE</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders; and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

DS
TLB

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

Scope of Services

1. Statement of Work

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

TLD

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

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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1.13. Admissions, Discharges and Transitions

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

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- support a transition to a more appropriate level of care which aligns with the needs of the individual.
- 1.13.6. Discharge and Transition
 - 1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.
 - 1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.
 - 1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:
 - 1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.
 - 1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.
 - 1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community
 - 1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.
 - 1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.
 - 1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the of the
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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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

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

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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and parents feels valued and heard.

- 1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.
- 1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:
 - 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
 - 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.
 - 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
 - 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.
 - 1.16.1.2. Understanding the family's and their community's values and cultures.

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

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

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

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

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1.23. Aftercare

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

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

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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

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

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

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

2. Residential Treatment Levels of Care

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

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

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

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

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

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

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

2.4.2.1. Minimal supports in the community;

2.4.2.2. Case Management;

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

2.4.3. Staffing

- 2.4.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C. 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.4.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.4.3.2.1. One Family Worker or Case Manager for every 8 youth or young adult;
 - 2.4.3.2.2. Optional Direct Care Staff as needed for support or as the program designs; and
 - 2.4.3.2.3. Access to on-call support.

2.4.4. Supported Visits

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

2.4.5. Educational Services

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

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

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

2.4.6. Transportation

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

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

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

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

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

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

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- 2.4.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
- 2.4.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.4.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.4.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

- 2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:
 - 2.6.1.1. Residential treatment and community based services based on the individual's unique needs.
 - 2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.
- 2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

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- 2.6.2.1. Safe environment
 - 2.6.2.2. Supervision dependent on the need of the individual and program model.
 - 2.6.2.3. Community Supports
 - 2.6.2.4. Access to public school education or alternative approved educational setting
 - 2.6.2.5. Specialized social services
 - 2.6.2.6. Behavior management,
 - 2.6.2.7. Recreation
 - 2.6.2.8. Clinical Services
 - 2.6.2.9. Family Services
 - 2.6.2.10. Vocational Training
 - 2.6.2.11. Medication Monitoring, as clinically indicated
 - 2.6.2.12. Crisis Intervention
- 2.6.3. Staffing**
- 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager
1:8

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

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

2.6.3.2.2. Medical Care

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

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

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- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual; or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation^{ns} for

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- their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
 - 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

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

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

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residential, clinical, and educational services which youth have access to.

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

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

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

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

2.7.3.2.1. Direct Care Staff/Milieu:

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

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- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family ~~at the~~

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Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

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

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

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2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

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

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

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

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

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

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- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

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

3. Specific Residential Treatment Program Requirements

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

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

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

3.2.1. The Home Hillsborough Village Apartments

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

Title Position	Section 2 Staffing	Ratio- ^{DS} Department
		1:20

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	Requirements	Approved Variation
Direct Care 1st shift	Optional Direct Care	1:6
Direct Care 2nd shift	Optional Direct Care	1:6
Direct Care Overnight	Not Required	1:8
Clinical Ratio	Not Required	1:8
Family Worker	1:8	Not Allocated (see Clinical)
Family Therapist	Not Required	Not allocated
Transportation	Not Required	Not Required
Case Manager	Not required	Not required
Board certified behavioral analyst (BCBA)	Not Required	Not Required
Nursing Staff	Not Required	Not Required
Psychiatrist	Not Required	Not Required
Psychologist	Not Required	Not Required
Medical Doctor, APRN	Not Required	Not Required
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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

- 3.2.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.2.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.2.1.2.3. Neurobehavioral needs;
- 3.2.1.2.4. Maternity;
- 3.2.1.2.5. Gender Identity;

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. The Home Keene House

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

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

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, ^{DS} to be ~~to be~~

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determined by an independent assessor, which includes, but is not limited to:

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

3.4.2. The Home Unity House

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

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

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

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

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

3.5.1. The Home Wediko School

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

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

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

3.5.1.1.1. The above clinical ratio reflects a total clinical ration of 1:5

3.5.1.1.1.1. 7 clinicians inclusive of the Dorm Clinicians and Clinical Director and

3.5.1.1.1.2. Clinical Trainer also carries family cases

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

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

- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Reserved

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4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)

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

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions

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5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

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

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	<ul style="list-style-type: none">• Median length of stay: days from admission to discharge to less restrictive setting• % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days• % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>)• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

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

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

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports

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- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals

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who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

- 7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by OS
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the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

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

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

3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
4. For the purpose of this agreement, the start-up funds in the amount of \$1,007,999.01 shall be provided to the Contractor, for the expenses incurred to launch/expand services based on the start-up budgets specified in Ex C-1 to C-3 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
5. For the purpose of this agreement, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 5.1.

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

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

- 5.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.
- 5.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

 Financial Manager
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301
 - 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:
 - 5.5.1. Sub-total: \$18,895,509
 - 5.5.2. SFY 22: \$6,298,503
 - 5.5.3. SFY 23: \$6,298,503

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- 5.5.4. SFY 24: \$6,298,503
- 5.6. The Department may review rates every two years as it coincides with the State's biennium budget and may consider rate adjustments.
- 6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).
- 7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic Information		
Agency Name	The Home for Little Wanderers Level 1	
Start-up costs		
Line item	Amount requested	Notes (if needed)
Personnel costs	\$ 42,666.67	
Supervisors/managers	22,500.00	
Frontline caseworkers	17,166.67	
Coordination or administrative support		
COI, QA specialists and/or data analysts		
Other personnel costs	3,000.00	Support staff and program consultant
Program facilities	\$ 62,200.00	
Lease	34,200.00	
Maintenance and utilities	18,000.00	Set-up costs and utilities
Other facility costs	10,000.00	Office set-up
Program materials and supplies	\$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	\$ 7,000.00	
Mileage	5,000.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	\$ 7,000.00	
Program license or other fees	1,000.00	
Program training (initial)	3,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 94,000.00	
Vehicles		
Furniture	90,000.00	
Technology Equipment	4,000.00	
Other Equipment		
Telecommunication	\$ 3,500.00	
Phones/Walkie Talkies	2,000.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 233,366.67	

Exhibit C-2 Budget Template for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic information		
Agency Name	The Home for Little Wanderers Level 2 - Keene House	
Start-up costs		
Line item	Amount requested	Notes (if needed)
Personnel costs	\$ 157,000.00	
Supervisors/managers	90,000.00	
Frontline caseworkers	55,000.00	
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs	12,000.00	Support staff and program consultant
Program facilities	\$ 51,499.00	
Lease	19,500.00	
Maintenance and utilities	21,999.00	Set-up costs and utilities
Other facility costs	10,000.00	
Program materials and supplies	\$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	\$ 4,500.00	
Mileage	2,500.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	\$ 16,000.00	
Program license or other fees	3,000.00	
Program training (initial)	10,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 136,166.67	
Vehicles	4,166.67	
Furniture	120,000.00	
Technology Equipment	12,000.00	
Other Equipment		
Telecommunication	\$ 5,000.00	
Phones/Walkie Talkies	3,500.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 387,165.67	

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Exhibit C-3 for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic information		
Agency Name	The Home for Little Wanderers Level 2 - Unity House	
Start-up costs		
Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ 157,000.00	
Supervisors/managers	90,000.00	
Frontline caseworkers	55,000.00	
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs	12,000.00	Support staff and program consultant
Program facilities	\$ 51,499.00	
Lease	19,500.00	
Maintenance and utilities	21,999.00	Set-up costs and utilities
Other facility costs	10,000.00	
Program materials and supplies	\$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	\$ 4,500.00	
Mileage	2,500.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	\$ 18,000.00	
Program license or other fees	3,000.00	
Program training (initial)	10,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 136,166.67	
Vehicles	4,166.67	
Furniture	120,000.00	
Technology Equipment	12,000.00	
Other Equipment		
Telecommunication	\$ 5,000.00	
Phones/Walkie Talkies	3,500.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 387,165.67	



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

6/25/2021

Date

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

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TLD
 Vendor Initials
 Date 6/25/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

6/25/2021
Date

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

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Exhibit E - Certification Regarding Lobbying

Vendor Initials
Date 6/25/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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


LOWER TIER COVERED TRANSACTIONS


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

Contractor Name:

6/25/2021

Date

DocuSigned by:

 Name: Thomas L. Durling
 Title: CFO

Contractor Initials 
 Date 6/25/2021

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/25/2021

Date

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/25/2021

Date

DocuSigned by:
Thomas L. Durling

Name: Thomas L. Durling

Title: CFO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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6/25/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below;
 - 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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials TLB

Date 6/25/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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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
 Signed by:
Katja Fox
 Signature of Authorized Representative
 Katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/25/2021
 Date

The Home for Little Wanderers
 Name of the Contractor
 Signed by:
Thomas L. Durling
 Signature of Authorized Representative
 Thomas L. Durling
 Name of Authorized Representative
 CFO
 Title of Authorized Representative
 6/25/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/25/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 0795272710000

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices; such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately; at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: March 16, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

THE HOME FOR LITTLE WANDERERS, INC.

is a domestic corporation organized on **March 24, 1865**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 21030430140

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc

CERTIFICATE OF AUTHORITY

I, Deborah E. Gray, hereby certify
that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Home for Little Wanderers, Inc.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on June 15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

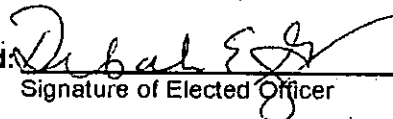
VOTED: That Lesli Suggs, President & CEO and Thomas L. Durling, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Home for Little Wanderers, Inc. To enter into contracts or agreements with the
(Name of Corporation/ LLC)

State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/16/2021

Signed: 
Signature of Elected Officer

Name: **Deborah Gray**

Title: **Secretary, HLW Board of Directors**



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Home for Little Wanderers 10 Guest Street Brighton, MA 02135-4554
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Abuse & Molestion Liability coverage included in GL Policy



Mission Statement: To help vulnerable children and their families build permanent, positive change.

The Home for Little Wanderers helps build stable lives and hopeful futures for vulnerable children. Through a wide range of innovative community-based and residential programs, we ensure the emotional, social, educational, and physical well-being of more than 15,000 children and families each year. These children are often society's most at-risk, many experiencing abuse, neglect or trauma, and a disrupted family life. Our dedicated team of skilled professionals ensures that each child has safe surroundings, loving relationships, and a secure path toward tomorrow. As the oldest child welfare agency in America, we have maintained this commitment for more than 200 years. Because every child deserves happiness, and no child should go through life alone.

The Home was established in 1799 and is headquartered in Boston. In April 2020, Wediko successfully merged with The Home. The merger brings together two organizations with long and rich histories of service to vulnerable children and families. Established in 1934, Wediko works with students who have faced repeated obstacles in their lives due to a broad spectrum of social, emotional, behavioral, and learning challenges. With this growth, the Home now has programs in Massachusetts, New Hampshire, and New York, providing care and support for children from birth to age 26 through over twenty-five innovative programs including, Foster Care and Adoption, Behavioral Health and Clinical Services, Residential Care, Special Education Care and Young Adult Programs. We are one of the first to open a LBGTQ+ group home and the largest provider of mental health services in Boston Public Schools.

The Home partners with state agencies, private organizations, medical providers, court systems, and other community agencies to ensure our clients' needs are met. We are dedicated to meeting those needs and delivering services at the home, in the community or at our facilities and aim to support clients to thrive after services have concluded.



Financial Statements

The Home for Little Wanderers

June 30, 2020 and 2019



THE HOME FOR LITTLE WANDERERS

Financial Statements

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Mayer Hoffman McCann P.C.
500 Boylston Street ■ Boston, MA 02116
Main: 617.761.0600 ■ Fax: 617.761.0601
www.cbiz.com/newengland

Independent Auditors' Report

The Board of Directors
The Home for Little Wanderers
Boston, Massachusetts

We have audited the accompanying financial statements of The Home for Little Wanderers (the "Home"), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements..

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Home for Little Wanderers as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As discussed in Note 1 to the financial statements, in 2020, the Home adopted Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*, ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* and ASU No. 2016-18, *Statement of Cash Flows, Restricted Cash*. Our opinion is not modified with respect to these matters.

Maya Hoffman McCann P.C.

February 12, 2021
Boston, Massachusetts

THE HOME FOR LITTLE WANDERERS

Statements of Financial Position

June 30,

	2020	2019
Assets		
Current assets:		
Cash and cash equivalents	\$ 886,509	\$ 200,784
Cash - restricted funds	79,954	56,394
Accounts receivable, net of allowance for doubtful accounts of \$722,791 and \$108,236 at June 30, 2020 and 2019, respectively	6,664,498	3,482,186
Contributions and grants receivable, net	219,043	243,543
Investment income receivable	31,180	44,186
Investments	3,700,000	3,800,000
Prepaid expenses and other current assets	<u>922,740</u>	<u>1,221,843</u>
Total current assets	12,503,924	9,048,936
Contributions and grants receivable, net	17,858	34,988
Investments	67,294,656	79,903,069
Beneficial interest in perpetual trusts	13,456,073	13,605,448
Property, plant and equipment, net	<u>40,936,866</u>	<u>32,746,522</u>
Total assets	<u>\$ 134,209,377</u>	<u>\$ 135,338,963</u>
Liabilities and Net Assets		
Current liabilities:		
Line of credit	\$ 4,324,456	\$ 7,269,180
Current portion of long-term debt	1,127,032	500,000
Accounts payable, accrued expenses, and other current liabilities	7,187,609	5,004,405
Client funds	<u>56,909</u>	<u>49,029</u>
Total current liabilities	12,696,006	12,822,614
Long-term debt, net of current portion	19,753,638	15,271,117
Other liabilities	<u>701,185</u>	<u>575,208</u>
Total liabilities	<u>33,150,829</u>	<u>28,668,939</u>
Net assets:		
Without donor restrictions	51,898,531	55,286,716
With donor restrictions	<u>49,160,017</u>	<u>51,383,308</u>
Total net assets	<u>101,058,548</u>	<u>106,670,024</u>
Total liabilities and net assets	<u>\$ 134,209,377</u>	<u>\$ 135,338,963</u>

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Activities

Years Ended June 30,

	2020			2019		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and other support:						
Program revenue	\$ 39,740,561	\$ -	\$ 39,740,561	\$ 34,227,953	\$ -	\$ 34,227,953
Contributions	6,663,272	2,046	6,665,318	5,711,260	456,849	6,168,109
Utilization of board approved spending policy	3,800,000	-	3,800,000	3,700,000	-	3,700,000
In-kind revenue	94,856	-	94,856	100,582	-	100,582
Other operating revenue	9,214	-	9,214	48,777	-	48,777
Net assets released from restrictions	138,887	(138,887)	-	811,024	(811,024)	-
Total revenues and other support	50,446,790	(136,841)	50,309,949	44,599,596	(354,175)	44,245,421
Operating expenses:						
Programs	46,549,847	-	46,549,847	42,667,813	-	42,667,813
Administrative and general	7,946,129	-	7,946,129	7,135,998	-	7,135,998
Fundraising	2,017,081	-	2,017,081	2,245,313	-	2,245,313
Total operating expenses	56,513,057	-	56,513,057	52,049,124	-	52,049,124
Change in net assets from operations	(6,066,267)	(136,841)	(6,203,108)	(7,449,528)	(354,175)	(7,803,703)
Non-operating income (expense):						
Net investment return	900,318	572,704	1,473,022	2,416,088	1,781,522	4,197,610
Board approved spending policy appropriation	(1,071,122)	(2,728,878)	(3,800,000)	(1,173,151)	(2,526,849)	(3,700,000)
Bequests	269,044	-	269,044	615,420	-	615,420
Contributions	-	-	-	-	157,260	157,260
Other non-operating expenses	(41,054)	-	(41,054)	(65,214)	-	(65,214)
Total non-operating income (expense)	57,186	(2,156,174)	(2,098,988)	1,793,143	(588,067)	1,205,076
Change in net assets before changes related to acquisition of Wediko	(6,009,081)	(2,293,015)	(8,302,096)	(5,656,385)	(942,242)	(6,598,627)
Inherent contribution in acquisition of Wediko	2,620,896	69,724	2,690,620	-	-	-
Change in net assets	(3,388,185)	(2,223,291)	(5,611,476)	(5,656,385)	(942,242)	(6,598,627)
Net assets, beginning of year	55,286,716	51,383,308	106,670,024	60,943,101	52,325,550	113,268,651
Net assets, end of year	\$ 51,898,531	\$ 49,160,017	\$ 101,058,548	\$ 55,286,716	\$ 51,383,308	\$ 106,670,024

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Functional Expenses

Years Ended June 30,

	2020				2019			
	Programs	Administrative and General	Fundraising	Totals	Programs	Administrative and General	Fundraising	Totals
Operating expenses:								
Salaries and wages	\$ 28,639,646	\$ 3,662,533	\$ 1,007,817	\$ 33,309,996	\$ 25,963,026	\$ 3,264,089	\$ 1,003,578	\$ 30,230,693
Payroll taxes and employee benefits	6,951,797	933,154	249,472	8,134,423	6,562,360	865,439	255,948	7,683,747
Total salaries and related benefits	35,591,443	4,595,687	1,257,289	41,444,419	32,525,386	4,129,528	1,259,526	37,914,440
Depreciation and amortization	1,831,523	260,484	34,467	2,126,474	1,750,797	274,561	47,725	2,073,083
Equipment repairs and replacements	1,972,434	560,339	96,767	2,629,540	1,645,261	262,815	73,985	1,982,061
Client expenses	1,213,338	-	655	1,213,993	1,321,855	-	-	1,321,855
Professional fees	143,021	930,872	37,521	1,111,414	125,633	898,262	8,822	1,032,717
Rent	786,849	382,750	106,741	1,276,340	857,949	387,667	110,205	1,355,821
Food and other program supplies	1,369,104	42,110	163	1,411,377	971,322	35,191	4,020	1,010,533
Utilities	992,819	65,326	12,867	1,071,012	914,478	67,458	15,792	997,728
Transportation	370,693	41,499	5,556	417,748	519,877	43,650	9,423	572,950
Insurance	642,904	123,957	16,329	783,190	515,694	96,411	14,632	626,737
Other expenses	251,185	249,792	34,543	535,520	388,243	156,592	25,866	570,701
Office expense	95,182	184,827	216,110	496,119	18,950	185,667	239,610	444,227
Contracted services	342,870	212,600	6,016	561,486	185,883	288,444	39,541	513,868
Interest	504,022	284,372	-	788,394	486,866	302,856	-	789,722
Bad debts	281,664	-	775	282,439	299,895	-	12,500	312,395
Special events	10,262	83	188,726	199,071	-	1,295	375,389	376,684
Advertising	149,584	11,431	2,556	163,571	77,396	5,601	8,277	91,274
Subcontracted direct services	950	-	-	950	62,328	-	-	62,328
Total operating expenses	46,549,847	7,946,129	2,017,081	56,513,057	42,667,813	7,135,998	2,245,313	52,049,124
Non-operating expenses:								
Other non-operating expenses	-	41,054	-	41,054	-	65,214	-	65,214
Total non-operating expenses	-	41,054	-	41,054	-	65,214	-	65,214
Total expenses	\$ 46,549,847	\$ 7,987,183	\$ 2,017,081	\$ 56,554,111	\$ 42,667,813	\$ 7,201,212	\$ 2,245,313	\$ 52,114,338

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Cash Flows

Years Ended June 30,

	2020	2019
Cash flows from operating activities:		
Change in net assets before changes related to acquisition of Wediko	\$ (8,302,096)	\$ (6,598,627)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	2,124,675	2,073,083
Amortization of debt issuance costs	4,562	18,071
Net (gain). loss on sales/disposals of property and equipment	-	21,320
Realized and unrealized gain from investments	581,561	(1,372,203)
Donated securities	58,452	(42,312)
Proceeds from sales of donated securities	(58,452)	42,312
Bad debt expense	282,439	312,394
Change in:		
Accounts receivable	(1,372,304)	(244,225)
Contributions and grants receivable	41,630	51,340
Investment income receivable	13,006	3,388
Prepaid expenses and other current assets	387,966	(120,075)
Accounts payable, accrued expenses, and other current liabilities	690,742	(1,592,954)
Client funds	7,880	19,602
Other liabilities	125,977	24,232
Net cash used in operating activities	<u>(5,413,962)</u>	<u>(7,404,654)</u>
Cash flows from investing activities:		
Proceeds from sale of investments	(33,123,000)	43,710,298
Purchase of investments	45,399,227	(36,489,100)
Purchases of property and equipment	(2,120,702)	(3,419,217)
Proceeds from sale of property and equipment	-	649,048
Cash assumed from acquisition of Wediko	663,014	-
Net cash provided by investing activities	<u>10,818,539</u>	<u>4,451,029</u>
Cash flows from financing activities:		
Net borrowings under line of credit	(4,020,511)	(212,220)
Debt issuance costs	(103,246)	-
Proceeds from borrowings of long-term debt	-	3,535,734
Repayment of long-term debt	(571,535)	(485,000)
Net cash provided by (used in) financing activities	<u>(4,695,292)</u>	<u>2,838,514</u>
Net change in cash and cash equivalents	709,285	(115,111)
Cash, cash equivalents and restricted cash, beginning	257,178	372,289
Cash, cash equivalents and restricted cash, ending	<u>\$ 966,463</u>	<u>\$ 257,178</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ 789,025	\$ 643,689
Non-cash investing activities - purchase of property and equipment	\$ -	\$ 24,502

See Note 12 for additional non-cash investing activities related to the acquisition of Wediko.

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies

Nature of Activities

The Home for Little Wanderers (the "Home") is a Massachusetts based not-for-profit organization whose mission is to ensure the healthy behavioral, emotional, social, and educational development and physical well-being of children and families living in at-risk circumstances.

The Home acquired Wediko Children's Services, Inc. ("Wediko"), an unrelated not-for-profit organization, on February 4, 2020 (See Note 12). Wediko provides comprehensive mental health treatment and special education services for children struggling with emotional, behavioral and learning issues. The Home is the sole member of Wediko. No consideration was paid by the Home as part of the acquisition.

A summary of significant accounting policies follows:

Classification and Reporting of Net Assets

The financial statements of the Home have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America which requires that information regarding its financial position and activities are reported based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets available for general use and not subject to donor restrictions. The Board of Directors has designated amounts from net assets without donor restrictions to function as endowment. Net assets without donor restrictions also include the investment in property, plant and equipment, net of accumulated depreciation and related debt.

Net Assets With Donor Restrictions - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature that may or will be met, either by the passage of time or the events specified by the donor. Other donor-imposed restrictions are perpetual in nature, in which the donor stipulates that resources be maintained in perpetuity. Restrictions that are permanent in nature may also include investment earnings on certain investments as stipulated by donor restrictions, as well as gains and losses from beneficial interests in perpetual trusts. Unexpended gains on endowments are also included in this category until appropriated for expenditure by the Board.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Home considers all highly liquid investments purchased with a maturity date of three months or less to be cash equivalents. Cash and cash equivalents held by investment managers are considered part of investments.

The Home maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits. The Home has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Accounts Receivable

The Home records accounts receivable at estimated net realizable value when there is an unconditional right to consideration. Accounts receivable consist primarily of amounts related to grants and contracts from state and local governments and amounts due from third-party payor sources. Grants and contracts receivable are carried at the original invoice amount less amounts covered by other sources.

Management estimates the allowance for doubtful accounts based on history of collections and knowledge acquired about specific terms. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. An account is considered uncollectible when all efforts to collect the account have been exhausted. Interest is not charged on accounts receivable.

Investments

Investments are carried at fair value. Fair value is determined as per the fair value measurements policy in this section.

Net investment return (loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Investment returns are allocated ratably to the funds that underlie the investments.

Fair Value Measurements

The Home reports required types of financial instruments in accordance with the fair value standards of accounting. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These standards require an entity to maximize the use of observable inputs (such as quoted prices in active markets) and minimize the use of unobservable inputs (such as appraisals or valuation techniques) to determine fair value. In addition, the Home reports certain investments using the net asset value ("NAV") per share as determined by investment managers under the so called "practical expedient."

The practical expedient allows NAV per share to represent fair value for reporting purposes when the criteria for using this method are met.

Instruments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 – inputs are quoted prices in active markets for identical assets or liabilities that the Home has the ability to access at measurement date.

Level 2 – inputs are other than quoted prices included in Level 1 that are either directly or indirectly observable.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Fair Value Measurements (Continued)

Level 3 – inputs are unobservable for the instrument and include situations where there is little, if any, market activity for the instrument. The inputs into the determination of fair value require significant management judgment or estimation.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level of input that is significant to the fair value measurement in its entirety.

It is possible that redemption rights may be restricted or eliminated by investment managers in the future in accordance with the underlying fund agreements. Market price is affected by a number of factors, including the type of instrument and the characteristics specific to the instrument. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observable inputs and a lesser degree of judgment used in measuring fair value. It is reasonably possible that change in values of these instruments will occur in the near term and that such changes could materially affect amounts reported in these financial statements.

Beneficial Interests in Perpetual Trusts

Beneficial interest in perpetual trusts are carried at fair value. Fair value is determined as per the fair value measurements policy in this section which at times includes the use of actuarial methods. These amounts are held by third party trustees and are considered to be restricted in perpetuity given that the Home does not have control over distributions from these trusts. Distributions to the Home are reported as contribution revenue without restrictions.

Property, Plant and Equipment

Property, plant and equipment acquisitions are recorded at cost or, if donated, at fair value on the date of donation when such items have an expected future life of greater than one year and the amount is greater than a management established capitalization threshold. Fair value of any donated land, buildings and equipment are recorded using a Level 3 market approach. Also included in property, plant and equipment are costs associated with construction in progress. The Home capitalizes costs incurred in connection with various ongoing projects until such projects are completed at which time those costs are then reclassified to the appropriate fixed asset account. Expenditures for major renewals and improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred.

Depreciation and amortization of property, plant and equipment are provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

	Years
Buildings and improvements	10-40
Leasehold improvements	Lesser of 10 years or life of lease
Computer and software	3
Furniture and equipment	3-10
Motor vehicles	5

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Impairment of Long-Lived Assets

The Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") 360-10-35, *Accounting for the Impairment or Disposal of Long-Lived Assets*, requires the Home to review long-lived assets, such as property and equipment or intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. As of June 30, 2020, the Home did not recognize any impairment.

Endowment Assets

The Board has interpreted Massachusetts General Law as requiring investment earnings on net assets with donor restrictions that are permanent in nature to be retained in a restricted net asset classification until appropriated by the Board and expended. Massachusetts General Law allows the Board to appropriate for expenditure or accumulate so much of endowment fund as the Home determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established. In making a determination to appropriate or accumulate, the Home shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: the duration and preservation of the endowment fund; the purposes of the Home and the endowment fund; general economic conditions; the possible effect of inflation or deflation; the expected total return from income and the appreciation of investments; other resources of the Home; and the investment policy of the Home.

The Home has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Home must hold in perpetuity or for a donor-specified period(s), as well as Board-designated funds. Under this policy, the endowment assets are invested in equities, mutual funds, fixed income funds, and alternative investments.

Under a Board approved spending plan, the average fair value of the endowment investment portfolio, excluding the beneficial interest in perpetual trusts, of each of the preceding thirteen fiscal quarters is appropriated for operations at a 4.5% spending rate in addition to any anticipated investment income received from the beneficial interest in perpetual trusts. The spending policy amounted to \$3,800,000 and \$3,700,000 for the years ended June 30, 2020 and 2019, respectively. The endowment spend for fiscal year 2021 was approved by the Board of Trustees to be \$3,700,000. From time to time, the Board may approve additional spending for operations. See Note 10.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Revenue Recognition and Operations

Revenues are reported as increases in net assets without donor restrictions unless use of the related asset is limited by donor-imposed restrictions. Under accounting standards, revenue may be earned under exchange transactions or contribution transactions as follows:

Earned Support

Exchange transactions are measured via a principles-based process that requires the entities: 1) identify the contract with the customer; 2) identify the performance obligations in the contract; 3) determine the transaction prices; 4) allocate the transaction price to the performance obligations; and 5) recognize revenue when (or as) performance obligations are satisfied. Exchange transaction revenues are under arrangements that are one year or less in length.

The Home reports third party revenue earned in its Clinic and Day Care programs net of contractual adjustments to the Home's usual and customary rates, as well as an adjustment based on historical and industry collection standards in order to report net realizable revenue from these programs.

Investment returns are reported as increases or decreases in net assets with donor restrictions until appropriated to net assets without donor restrictions under the board approved spending policy.

Contributed Support

Program revenue and contributions are considered contributed support. Program revenue consists of cost-reimbursement and unit rate grants, contracts and tuition from state and local agencies that are considered conditional contributions in that a barrier to entitlement must be met prior to the Home having a right to the related resources. The Home recognizes revenue when it has met the barrier to entitlement such as meeting a service delivery requirement, matching provision or incurring specified qualifying expenses in accordance with a framework of allowable costs or other barriers as stipulated in the grants and contracts such as performance requirements and/or the incurrence of allowable qualifying expenses. The Home bills funding sources primarily on a monthly basis following the month in which expenses have incurred or services rendered to a client subject to the limits provided for in those grants and contracts. If amounts are received in advance of meeting a barrier to entitlement, such amounts are considered refundable advances.

The Home is subject to the regulations and rate formulas of the Massachusetts Executive Office for Administration and Finance Operational Services Division. Revenue is recorded by the individual programs either at the rate approved under negotiated contracts or at the rate of reimbursement as certified by the Massachusetts Operational Services Division. Excess of revenue over expenses from Commonwealth of Massachusetts supported programs, up to certain defined limits, can be utilized by the Home for expenditures in accordance with its exempt purposes provided such expenditures are reimbursable under the Operational Services Division regulations. Amounts in excess of these limits are subject to negotiated use or potential recoupment and are reported as a liability.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Revenue Recognition and Operations (Continued)

Contributed Support (Continued)

Contributions, including unconditional promises to give, are recorded as revenues as either without or with donor restrictions in the period verifiably committed by the donor. Contributions of assets other than cash are recorded at their estimated fair value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of the estimated future cash flows using a risk adjusted discount rate depending on the time period involved. The discount on these amounts is computed using the appropriate rate commensurate with the timeframe involved. Amortization of the discount is included in contribution revenue in accordance with the donor-imposed restrictions, if any, on the contributions. Contributions with donor-imposed restrictions that can be met through the passage of time or upon the incurring of expenses consistent with the purposes are recorded as net assets with donor restrictions and reclassified to net assets without donor restrictions and reported as "net assets released from restrictions" when such time or purpose restrictions have been satisfied. Donor-restricted contributions whose restrictions are met in the same reporting period are presented as unrestricted support. Conditional contributions are recorded when conditions are met which primarily relates to grants and contracts as noted above.

Contributions received under \$10,000 with donor-imposed restrictions are reported as revenues of the net assets without donor restrictions category, however, donor-imposed restrictions are fulfilled in all cases regardless of reporting treatment. Contributions received over \$10,000 with donor-imposed restrictions are reported as revenues of the net assets with donor restrictions category.

The Home recognizes special events and fundraising revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

The Home recognizes support in the form of donated services recorded using a Level 3 fair value methodology. Donated services are recorded at their estimated fair value on the date the services are provided if the services create or enhance nonfinancial assets or the services are provided by persons possessing certain skills that would typically need to be purchased if not provided by donation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Operating and Non-operating Activity

The statement of activities reports the change in net assets from operating and non-operating activities. Operating revenues consist of items attributable to the Home's program services, certain contributions, certain amounts utilized under the Home's spending policy and other sources. Non-operating activities include any investment return net of the spending policy, bequests, non-operating related contributions and certain other non-operating revenues and expenses.

Functional Allocation of Expenses

The costs of providing the various programs and activities and supporting services have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Depreciation of plant assets and operation and maintenance of plant expenses have been allocated to functional classifications based on square footage of facilities. Interest expense is allocated based on the functional purpose for which debt proceeds were used. Other costs have been allocated based on time and effort percentages.

Income Tax

The Home is organized as a public charity under Section 501(c)(3) of the Internal Revenue Code and is generally exempt from Federal and state income taxes. Accordingly, no provision for income taxes is made in the financial statements.

Uncertain Tax Positions

The Home accounts for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. Interest and penalties assessed, if any, are accrued as income tax expense. The Home has identified its tax status as a tax-exempt entity and its determination as to its income being related or unrelated as its only significant tax positions. However, the Home has determined that such tax positions do not result in an uncertainty requiring recognition. The Home is not currently under examination by any taxing jurisdiction. The Home's Federal and state tax returns are generally open for examination for three years following the date filed.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Newly Adopted Accounting Pronouncements

Effective July 1, 2019, the Home adopted Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*, associated with revenue recognition using the modified retrospective method. This standard outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The guidance is based on the principle that an entity should recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard addresses inconsistency in revenue recognition by outlining a principles-based system which requires that there be a contract with customers, that performance obligations be identified, that transaction price be determined, that transaction price is allocated to performance obligations and that the revenue be recorded when or as the performance obligations are satisfied over the contract term. The guidance also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to fulfill a contract.

Associated with the adoption of this standard, consideration was given to the accounting treatment of certain costs to obtain and fulfill a contract. Certain incremental costs of obtaining a contract with a customer and costs incurred in fulfilling a contract with a customer, that are not in the scope of other existing guidance, should be analyzed for capitalization. There were no costs incurred to obtain and fulfill contracts and, accordingly, no change was made to this accounting.

Effective July 1, 2019, the Home also adopted ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, using the modified retrospective method. The contribution standard addresses inconsistency in revenue recognition when an item should be considered a contribution or an exchange type transaction. Exchanges would be accounted for using the revenue recognition standards above. It also provides guidance as to when a contribution should be considered conditional which, for example, the case is often when funds are received under federal grants and contracts. Conditional contributions have different revenue recognition when compared to non-reciprocal transfers of resources in that amounts are reflected as earned when barriers to entitlement are overcome with any difference being deferred or a receivable as applicable.

The adoption of these standards did not impact reported revenue in the period. Revenue recognition measurement practices were determined to be the same as under prior standards. In evaluating the effects of the change, transactions in process as of July 1, 2019 were considered. In addition, certain changes from adopting these new standards resulted in changes to terminology which impacted certain disclosures and presentation of amounts.

During 2020, the Home also adopted ASU No. 2016-18, *Statement of Cash Flows, Restricted Cash*. The update requires entities to include restricted cash or restricted cash equivalents with cash and cash equivalents when reconciling the beginning of year and end of year total amounts shown on the statements of cash flows.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Future Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued ASU No. 2016-02, Leases, which requires a lessee to recognize a right-of-use asset and a lease liability for all leases, initially measured at the present value of the lease payments, in its statement of financial position. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal year ending June 30, 2023 for the Home. The Home is evaluating the impact of the new guidance on the financial statements.

Management believes that other pending accounting standards would have limited impact on the Home and, accordingly, have not outlined those standards here.

Reclassifications

Certain amounts from the prior year's financial statements were reclassified in order to conform to the current year's financial statements. There was no change to total net assets as a result of the reclassifications.

Subsequent Events

The Home evaluated subsequent events through February 12, 2021, the date on which the financial statements were available to be issued.

Note 2 - Liquidity and Availability

The Home regularly monitors liquidity to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Home has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Home considers all expenditures related to its ongoing program activities as well as the conduct of services undertaken to support those activities to be general expenditures.

Although not expected to be needed, the spendable yet restricted portion of the Home's net assets could be used to meet cash needs if necessary. Prudent investment management, however, must be considered to ensure the preservation of the funds for future use.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 2 - Liquidity and Availability (Continued)

The following table shows the financial assets held by the Home that are available within one year of the statement of financial position date to meet general expenditures:

	2020	2019
Financial assets available to meet general expenditures over the next 12 months:		
Cash and cash equivalents	\$ 886,509	\$ 200,784
Accounts receivable, net	6,664,498	3,291,304
Contributions and grants receivable, net	219,043	243,543
Investment income receivable	31,180	44,186
Endowment spending rate distribution and appropriations	3,700,000	3,800,000
Approved supplemental spending draw on board-designated funds	<u>2,000,000</u>	<u>2,400,000</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 13,501,230</u>	<u>\$ 9,979,817</u>

Note 3 - Contributions and Grants Receivable

Contributions and grants receivable are as follows at June 30:

	2020	2019
Less than one year	\$ 229,043	\$ 251,993
One to five years	<u>17,858</u>	<u>38,334</u>
	246,901	290,327
Less unamortized discount and allowance	<u>(10,000)</u>	<u>(11,796)</u>
	236,901	278,531
Less current portion	<u>(219,043)</u>	<u>(243,543)</u>
Contributions and grants receivable, net of current portion	<u>\$ 17,858</u>	<u>\$ 34,988</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements

Investments and fair value items are as follows at June 30:

	2020			
	Level 1	Level 3	Investments Measured at NAV	Total
Assets				
Marketable equity securities and equity mutual funds:				
International equities	\$ 17,979,766	\$ -	\$ -	\$ 17,979,766
Domestic equities	21,638,053	-	-	21,638,053
Mutual funds	42,079	-	-	42,079
Cash equivalents	362,156	-	-	362,156
U.S. government and debt obligations and fixed income mutual funds	18,646,516	-	-	18,646,516
Alternative investments:				
Global private equity fund	-	-	1,315,230	1,315,230
Structured credit fund	-	-	2,021,503	2,021,503
Core property fund	-	-	5,829,157	5,829,157
Private asset fund	-	-	3,160,196	3,160,196
Total investments	58,668,570	-	12,326,086	70,994,656
Beneficial interest in perpetual trusts	-	13,456,073	-	13,456,073
Total items reported on a recurring basis at fair value	\$ 58,668,570	\$ 13,456,073	\$ 12,326,086	\$ 84,450,729

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements (Continued)

	2019			
	Level 1	Level 3	Investments Measured at NAV	Total
Assets				
Marketable equity securities and equity mutual funds:				
International equities	\$ 24,361,809	\$ -	\$ -	\$ 24,361,809
Domestic equities	25,112,767	-	-	25,112,767
Mutual funds	28,119	-	-	28,119
Cash equivalents	428,343	-	-	428,343
U.S. government and debt obligations and fixed income mutual funds	21,274,824	-	-	21,274,824
Alternative investments:				
Global private equity fund	-	-	1,573,529	1,573,529
Structured credit fund	-	-	2,556,253	2,556,253
Core property fund	-	-	5,498,932	5,498,932
Private asset fund	-	-	2,868,493	2,868,493
Total investments	71,205,862	-	12,497,207	83,703,069
Beneficial interest in perpetual trusts	-	13,605,448	-	13,605,448
Total items reported on a recurring basis at fair value	\$ 71,205,862	\$ 13,605,448	\$ 12,497,207	\$ 97,308,517

Unfunded commitments related to alternative investments were \$8,052,140 and \$5,052,557 for the years ended June 30, 2020 and 2019, respectively.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements (Continued)

The changes in assets measured at fair value for which the Home has used Level 3 inputs to determine fair value, which is limited to beneficial interests in trusts, as of June 30 are as follows:

	2020	2019
Beginning of year	\$ 13,605,448	\$ 13,549,670
Investment activity:		
Change in fair value	459,723	693,346
Distributions	<u>(609,098)</u>	<u>(637,568)</u>
End of year	\$ <u>13,456,073</u>	\$ <u>13,605,448</u>

Investments equal to the upcoming year's Board approved spending policy of \$3,700,000 and \$3,800,000 as of June 30, 2020 and 2019, respectively, are classified as current in the accompanying statements of financial position. These amounts are reflected as current assets because they represent the draw from investments to fund the Home's operations in the subsequent fiscal year. Since the remaining amount of investments is intended for long-term investment purposes, these investments are classified as long-term assets.

Investment return is comprised of the following for the years ended June 30:

	2020	2019
Interest and dividend income	\$ 2,473,893	\$ 3,276,477
Net realized and unrealized gains (losses)	(581,561)	1,372,203
Investment fees	<u>(419,310)</u>	<u>(451,070)</u>
Total investment return, net	1,473,022	4,197,610
Less amount availed per endowment spending policy	<u>(3,800,000)</u>	<u>(3,700,000)</u>
Investment gain, net of amounts availed	\$ <u>(2,326,978)</u>	\$ <u>497,610</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 5 - Property, Plant and Equipment

Property, plant and equipment is as follows at June 30:

	2020	2019
Land and improvements	\$ 2,463,031	\$ 2,047,420
Buildings and improvements	46,807,226	38,906,987
Leasehold improvements	3,159,604	2,040,242
Furniture and equipment	8,149,383	7,747,701
Motor vehicles	218,095	189,290
Assets held for sale	246,000	-
Construction in progress	1,245,359	1,055,195
	<u>62,288,698</u>	<u>51,986,835</u>
Less accumulated depreciation and amortization	<u>(21,351,832)</u>	<u>(19,240,313)</u>
	<u>\$ 40,936,866</u>	<u>\$ 32,746,522</u>

The estimated remaining costs committed to complete construction in progress amounted to approximately \$139,000 and will be completed in fiscal year 2021.

Included in buildings and improvements as of June 30, 2020 and 2019 are approximately \$733,000 of tenant improvement allowances associated with a lease entered into during the year ended June 30, 2014 for new office space. As of June 30, 2020 and 2019, the net value of this improvement allowance was approximately \$452,000 and \$499,000, respectively. This tenant improvement allowance has an offsetting liability balance included in other liabilities in the statements of financial position.

Note 6 - Line of Credit

The Home has an unsecured line of credit with a financial institution with a maximum borrowing limit of \$10,000,000, subject to renewal in February of each year. The line is payable on demand with interest payable monthly equal to the LIBOR Advantage Rate plus 1.95% (2.11% and 4.35% at June 30, 2020 and 2019, respectively). The line of credit agreement requires the Home to maintain certain financial and administrative covenants. See Note 7.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 7 - Long-Term Debt

Long-term debt consists of the following at June 30:

	2020	2019
Massachusetts Development Finance Agency privately placed fixed rate bonds, collateralized by certain real property with interest at a fixed rate of 3.45% and a maturity date of March 1, 2037. The bonds are subject to certain financial and administrative covenants.	\$ 9,345,000	\$ 9,845,000
Construction loan to reimburse construction related costs associated with a certain project up to \$6,400,000, collateralized by a percentage of the Home's investments as defined in the agreement, with interest payable at one-month LIBOR plus 1% (1.16% and 3.40% as of June 30, 2020 and 2019, respectively) and a maturity date of July 1, 2025. The loan is subject to certain financial and administrative covenants.	5,962,872	5,962,872
Note payable to repay a portion of existing notes assumed as part of the Wediko acquisition, collateralized by certain investments and real property with interest at a fixed rate of 3.28% and a maturity date of April 25, 2025. The note is subject to certain financial and administrative covenants.	2,912,355	-
New Hampshire HEFA mortgage note payable, collateralized by certain real property with interest at a fixed rate of 3.12% and a maturity date of September 1, 2037. The note is subject to certain financial and administrative covenants.	2,800,952	-
Auto loan payable, collateralized by certain real property. The loan does not bear interest and has a maturity date of July 1, 2025.	31,905	-
	21,053,084	15,807,872
Less: debt issuance costs, net of amortization	(172,414)	(36,755)
Less: current portion	(1,127,032)	(500,000)
Long-term debt, net of current portion	\$ 19,753,638	\$ 15,271,117

Subsequent to June 30, 2020, the construction loan was amended to convert the loan to a term loan with a maturity date of July 1, 2025 and a fixed interest rate of 2.75%.

The Home did not meet certain non-financial covenants as of June 30, 2020 and financial covenants as of June 30, 2019 and obtained waivers from the lender as of those dates. Management expects to be able to keep its financing arrangements in place over time, however the Home maintains sufficient liquidity should payment be required.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 7 - Long-Term Debt (Continued)

Scheduled maturity dates of long-term debt over the next five years and in the aggregate are as follows for the years ending June 30:

2021	\$	1,127,032
2022		6,636,723
2023		930,538
2024		953,402
2025		978,166
Thereafter		<u>10,427,223</u>
	\$	<u>21,053,084</u>

Note 8 - Operating Lease Commitments

The Home leases equipment, vehicles and office space from unrelated third parties under operating lease agreements through September 2028. Certain of the leases provide for additional rent associated with increases in operating costs. Total rent and other lease expense under all lease agreements was \$1,512,413 and \$1,619,717 for the years ended June 30, 2020 and 2019, respectively.

Future minimum annual lease payments over the next five years and in the aggregate are as follows for the years ending June 30:

2021	\$	1,503,429
2022		1,309,788
2023		904,673
2024		808,260
2025		451,433
Thereafter		<u>429,006</u>
	\$	<u>5,406,589</u>

Note 9 - Retirement Plans

The Home has a qualified 403(b) tax deferred retirement plan which covers substantially all of its employees. The Home makes matching contributions of 100% of employee deferrals, up to a maximum of 3% of annual salary subject to legal limits. Expenses under this plan were approximately \$509,000 and \$548,000 for the years ended June 30, 2020 and 2019, respectively.

Included as part of the acquisition of Wediko by the Home (see Note 12) is Wediko's defined contribution retirement plan, which covers substantially all employees. Under the plan, benefit eligible employees can invest pre-tax dollars and Wediko is prohibited from making any matching or nonelective employer contributions.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 9 - Retirement Plans (Continued)

The Home also has a non-qualified deferred compensation plan under Sections 457(b) and 457(f) of the Internal Revenue Code for a key employee. Contributions to these plans totaled \$25,375 and \$18,750 for the years ended June 30, 2020 and 2019, respectively. The fair value of the investments and liabilities under these plans were \$42,753 and \$33,345 at June 30, 2020 and 2019, respectively, and is included within investments and other liabilities on the statements of financial position.

Note 10 - Net Assets and Endowment Matters

Net Assets Without Donor Restrictions

Net assets without donor restrictions are composed of the following at June 30:

	2020	2019
Net investment in property and equipment	\$ 20,056,196	\$ 16,975,405
Board-designated funds	<u>31,842,335</u>	<u>38,311,311</u>
Total net assets without donor restrictions	<u>\$ 51,898,531</u>	<u>\$ 55,286,716</u>

Board-designated funds are stated net of the expected supplemental draw approved for the upcoming year and past operating deficits.

Net assets with donor restrictions are composed of the following at June 30:

	2020	2019
Gifts restricted to program operations	\$ 178,238	\$ 315,080
Endowment funds:		
Accumulated unspent returns on endowment funds	23,801,066	25,893,776
Endowments requiring one-half of investment income to be added to original gift and balance to general support	3,255,020	3,169,108
Other special endowments, income restricted for various program purposes of the Home	2,939,301	2,869,577
General support endowments	<u>5,530,319</u>	<u>5,530,319</u>
Total endowment funds	35,525,706	37,462,780
Beneficial interest in perpetual trusts	<u>13,456,073</u>	<u>13,605,448</u>
	<u>\$ 49,160,017</u>	<u>\$ 51,383,308</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters (Continued)

Net Assets With Donor Restrictions

Net assets were released from donor restrictions by incurring expenses which satisfied the restricted purposes or by the occurrence of events specified by the donors to support program operations in the amount of \$138,887 and \$811,024 for the years ended June 30, 2020 and 2019, respectively.

The spending policy attributable to the endowment was \$2,728,878 and \$2,526,849 for the years ended June 30, 2020 and 2019, respectively.

The following is a summary of endowment net asset composition by type of fund as of June 30, 2020:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Donor-restricted endowment funds	\$ -	\$ 35,525,706	\$ 35,525,706
Board-designated endowment funds	<u>35,234,760</u>	<u>-</u>	<u>35,234,760</u>
	<u>\$ 35,234,760</u>	<u>\$ 35,525,706</u>	<u>\$ 70,760,466</u>

The following is a summary of the changes in endowment net assets for the year ended June 30, 2020:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Endowment net assets as of June 30, 2019	\$ <u>46,169,064</u>	\$ <u>37,462,780</u>	\$ <u>83,631,844</u>
Investment return:			
Net gains on investment transactions	(230,073)	(197,054)	(427,127)
Investment revenue	<u>1,567,768</u>	<u>919,134</u>	<u>2,486,902</u>
	<u>1,337,695</u>	<u>722,080</u>	<u>2,059,775</u>
Other changes:			
Spending policy	(1,071,122)	(2,728,878)	(3,800,000)
Appropriations and other expenses	(11,469,921)	-	(11,469,921)
Contributions	<u>269,044</u>	<u>69,724</u>	<u>338,768</u>
	<u>(12,271,999)</u>	<u>(2,659,154)</u>	<u>(14,931,153)</u>
Endowment net assets as of June 30, 2020	<u>\$ 35,234,760</u>	<u>\$ 35,525,706</u>	<u>\$ 70,760,466</u>

Included in appropriations and other expenses as of June 30, 2020 and 2019 is \$11,000,000 and \$7,000,000, respectively. These amounts were approved by the Board as additional spending appropriations for operations.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters (Continued)

Net Assets With Donor Restrictions (Continued)

The following is a summary of endowment net asset composition by type of fund as of June 30, 2019:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Donor-restricted endowment funds	\$ -	\$ 37,462,780	\$ 37,462,780
Board-designated endowment funds	<u>46,169,064</u>	<u>-</u>	<u>46,169,064</u>
	<u>\$ 46,169,064</u>	<u>\$ 37,462,780</u>	<u>\$ 83,631,844</u>

The following is a summary of the changes in endowment net assets for the year ended June 30, 2019:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Endowment net assets as of June 30, 2018	<u>\$ 51,286,380</u>	<u>\$ 38,263,898</u>	<u>\$ 89,550,278</u>
Investment return:			
Net gains on investment transactions	738,874	577,551	1,316,425
Investment revenue	<u>2,149,906</u>	<u>1,148,180</u>	<u>3,298,086</u>
	<u>2,888,780</u>	<u>1,725,731</u>	<u>4,614,511</u>
Other changes:			
Spending policy	(1,173,151)	(2,526,849)	(3,700,000)
Appropriations and other expenses	(7,449,365)	-	(7,449,365)
Contributions	<u>616,420</u>	<u>-</u>	<u>616,420</u>
	<u>(8,006,096)</u>	<u>(2,526,849)</u>	<u>(10,532,945)</u>
Endowment net assets as of June 30, 2019	<u>\$ 46,169,064</u>	<u>\$ 37,462,780</u>	<u>\$ 83,631,844</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level the donor requires the Home to retain as a fund of perpetual duration. Deficiencies of this nature are reported in net assets with donor restrictions. The aggregate deficiency between the fair value of the investments of the endowment fund as of June 30, 2020 and 2019 and the level required by donor stipulation was minimal.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 11 - Commitments and Contingencies

There are various legal proceedings pending that involve claims against the Home. These proceedings are, in the opinion of management, routine matters incidental to the normal business conducted by the Home. In the opinion of management, the ultimate disposition of such proceedings is not expected to have a material adverse effect, if any, on the Home's financial position, statements of activities, or cash flows.

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. The Home has been and will continue to be impacted by the pandemic due to increased costs in maintaining social distancing and increased cleaning costs among other factors. Accordingly, there is uncertainty related to the future effects of the pandemic.

Note 12 - Acquisition

On February 4, 2020, the Board of Directors of the Home voted to authorize the acquisition of Wediko Children's Services ("Wediko"). The transaction was completed on April 1, 2020, with Wediko dissolved and merged into the Home. The transaction was subject to acquisition accounting under GAAP as required. No consideration was transferred by the Home as part of the change in control.

At April 1, 2020 and for the period then ended, Wediko had total assets of \$11,038,640, total net assets of \$2,690,620, total revenue of \$10,112,118 and total expenses of \$12,302,093. As a result of assets acquired exceeding liabilities acquired, an inherent contribution was recorded on the statements of activities totaling \$2,690,620. Following is a summary of the fair value of the assets and liabilities acquired from Wediko on April 1, 2020, the acquisition date:

Assets:	
Cash and cash equivalents	\$ 663,013
Accounts receivable	2,092,447
Prepaid expenses and other current assets	88,863
Fixed assets, net	<u>8,194,317</u>
Total assets	<u>\$ 11,038,640</u>
Liabilities:	
Accounts payable, accrued expenses and other current liabilities	\$ 1,492,462
Debt	<u>6,855,558</u>
Total liabilities	8,348,020
Net assets acquired	<u>2,690,620</u>
Total liabilities and net assets	<u>\$ 11,038,640</u>



HLW Board of Directors and Affiliations FY22

1	April Anderson	Board of Directors
2	Katie Bouton	<i>Founder & CEO</i> Koya Leadership Partners
3	Lauren Coyne	Board of Directors
4	Renee Connolly	Head of Communications and Corporate Responsibility <i>MilliporeSigma</i>
5	Scott FitzGerald	<i>Executive Vice President</i> State Street Sector Solutions Americas
6	Deborah Gray <i>Secretary</i>	<i>General Counsel</i> The Achievement Network
7	Damon Hart	<i>Senior Vice President, Deputy General Counsel</i> Liberty Mutual Insurance
8	Beth Johnson	<i>Chief Marketing Officer and Head of Virtual Channels</i> Citizens Bank Financial Group
9	Jeff Keffer	<i>Chief Executive Officer and President</i> Longview Power
10	Stephen M. Knightly <i>Treasurer</i>	Board of Directors
11	Kristin Loranger	Board of Directors
12	Tim Miner <i>Chair</i>	<i>President</i> TJX MarMaxx
13	Daniel M. Santaniello	<i>Executive Vice President, Manager of U.S. National Sales</i> Natixis Global Asset Management
14	Bruce Stewart	<i>Managing Director of Strategy</i> Pitcairn Trust Company

15	Andrew Suchoff	Board of Directors
16	Dan Tempesta	<i>Chief Financial Officer and EVP</i> Nuance Communications
17	Andy Wolf	<i>Chief Executive Officer and President</i> Blueport Commerce

MATTHEW MCCALL, MSW - LCSW 1

Profile

A dynamic, seasoned social service executive leader and director with an extensive background in designing and delivering high quality clinical training; demonstrated impact with trauma informed programming; expertise in child, adolescent, and family evidence-based interventions, and proven success both in the classroom and in the field.

Education

Simmons College Masters of Social Work – 2007 (Boston, MA)

Curry College Bachelor of Science in Psychology – 1999 (Milton, MA)

Additional Training and Certification

Graduate Certificate in Urban Leadership (Simmons College)

Graduate Certificate in Relational and Multi-contextual Treatment of Trauma (Simmons College)

Massachusetts Institute of Community Health Leadership (Blue Cross Foundation)

Professionally Certified Training Manager/Director (Langevin Learning Services)

Myers-Briggs Type Inventory, Certified Practitioner (CPP, Inc.)

Outward Bound Professional Instructor

Certification in Trauma Focused Cognitive Behavior Therapy (Medical University of South Carolina)

Therapeutic Crisis Intervention and TCI for Families Instructor (Cornell University)

Eye Movement Desensitization and Reprocessing Therapy (EMDRIA)

Empowering Skills for Family Workers Instructor (Children's Trust Fund)

Child and Adolescent Functional Assessment Scale Trainer (MHS, Inc.)

American Red Cross Instructor

Experience

The Home for Little Wanderers, Boston, MA
Vice President of Community Programs, 2018 – Present

Responsible for the operation of The Home's community support, afterschool, adoption, foster care, and transition aged youth programs. Oversees the day to day operation of these programs, encompassing 9-million-dollar budget and over 40 employees, serving 1250 youth and their families. Supports development and implementation of permanency based, trauma informed best practices to treat youth and families with histories of abuse, neglect, and mental health challenges. Develops new business for HLW, identifying new business lines, obtaining contracts and funding, opening of new programs and then transitioning them to permanent VP if outside the scope of VP of Community Programs. Formerly oversaw all out-of-home care facilities for The Home, including our residential treatment programs, group homes, and therapeutic day schools.

More Than Words, Waltham and Boston, MA
Chief Program Officer, 2015 – 2018

Oversee the youth development programming and deepen staff and organizational capacity to create results for youth, assisting staff in analyzing and leveraging evaluative data in order to develop, implement and refine

MATTHEW MCCALL, MSW - LCSW 1

programs and continue to provide the highest levels of service to youth. Set strategic direction, shape priorities, monitor relevant shifts in the regional and national landscape, and develop systems and relationships.

Simmons College, Boston, MA

Adjunct Professor in Masters of Social Work School, 2016 – Present

Facilitate Advanced Clinical Practice and Clinical Capstone courses. Advanced practice course in social work program covers clinical practice principles including assessment, treatment planning, and advanced clinical interventions. Capstone course covers application of advanced practice in final capstone project for graduating students.

The Home for Little Wanderers, Boston, MA

Director of Workforce Learning and Development (WL&D), 2013 – 2015

Oversee the overall workforce development and consultation services of The Home for Little Wanderers (HLW). Work with executive managers, senior directors, and agency leadership to identify, assess, and design strategies to address organizational development through learning strategies, coaching and consultation, and professional development. Oversee staff of trainers and subject matter experts who analyze training needs, design curriculum, deliver content, and evaluate the effectiveness.

More Than Words, Waltham, MA

Organizational Consultant, 2012 – 2015

Provide organizational and clinical consultation for More Than Words, a youth run business for young adults involved in state systems. Consultations include business training, clinical training, and individual mentoring and coaching for managers and directors.

The Home for Little Wanderers, Boston, MA

Associate Director of Workforce Learning and Development, 2010 – 2013

Oversaw the consultation services, client training, and intern program for HLW. Worked with agency leadership to design, develop and implement trainings to support the healthy growth and development of youth from a variety of at-risk circumstances. Provided direct training and consultation services to programs and individuals. Supervised the HLW graduate and undergraduate programs.

Mount Ida College, Newton, MA

Adjunct Professor in Human Services Department, 2010-2013

Developed curriculum for and taught Working with Families, Clinical Interviewing and Communication, Group Practice, and Child Welfare.

The Home for Little Wanderers, Boston, MA

Agency Training Manager of Workforce Learning and Development, 2010 – 2013

Managed the HLW's training programs. Facilitated the New Employee Training and Orientations for over 250 employees a year. Ensured compliance with state and federal regulations.

The Home for Little Wanderers, Boston, MA

Lead Agency Trainer for Training Department, 1999 – 2010

Oversaw and delivered training to the over 30 different programs of HLW. Provided organizational and client focused trainings for programs including adoption, foster care, residential treatment, group homes, in home therapy teams, outpatient clinics, early intervention, and youth aging out programs.

Career Highlights

MATTHEW MCCALL, MSW - LCSW 14

- As the Chief Program Officer at More Than Words, I developed a comprehensive continuous learning model integrating motivational interviewing, cognitive and restorative approaches, and stages of change theory.
- Subject matter expert used in the asynchronous Advanced Clinical Practice course for Simmons Online Social Work Program.
- As the Interim Director of HLW's South East Campus (second largest program of HLW), reopened frozen intake, received licensing approval, increased reputation of program leading to increased census, and reorganized clients, staffing, and management structures to support continued success of program.
- Redesigned New Employee and Clinical Training offerings at The Home, including blended and distance learning utilizing Adobe Captivate and Blackboard, delivered curriculum for over 650 staff in Evidence Based Practice techniques including Cognitive Behavior Therapy, Solution Focused Therapy, and Trauma Informed Care.
- Published in Child Care in Practice - Moving from Pathology to Possibility: Integrating Strengths-based Interventions in Child Welfare Provision, Volume 20, Issue 1, January 2014, pages 120-134
- Provided extensive embedded consultations in programs struggling to meet their clients' needs. All programs returned to improved functioning at the end of consultation.
- Invited to speak/train at multiple colleges and organizations around Boston on supporting clients with trauma and to provide adventure based team building.
- Consistently rated at the highest level by students and employees attending classes, workshops, and trainings.

Catherine O'Leary

EDUCATION

CAMBRIDGE COLLEGE

Certificate in Substance Abuse Studies

Cambridge, MA

Dec. 2018

PEPPERDINE UNIVERSITY

Bachelor of Arts, Political Science

Malibu, CA

May 1993

WORK EXPERIENCE

THE HOME FOR LITTLE WANDERERS

Vice President of Congregate Care

Brighton, MA

March 2020- Present

Responsible for leadership and oversight of The Home's Residential Schools and Group Home Programs. Provide guidance and supervision to Program Directors to ensure quality programming throughout programs. Serve on the executive leadership team to collaboratively promote the goals, mission, and vision of The Home.

ELIOT COMMUNITY HUMAN SERVICES

Service Director Social Services Division

Lexington, MA

Sept. 2014- March 2020

Oversee DCF contracted programs-STARR, IGH and Family Networks. Ensure that the model of care is implemented in all aspects of the work. Provide continuous improvement to program operations and service delivery. Part of senior leadership team that develops and implements a strategic plan.

CAMBRIDGE FAMILY AND CHILDREN SERVICES

Consultant

Cambridge, MA

Dec. 2011-July 2012

Provide programmatic consultation to a DCF contracted group home. Work with the Program Director to develop and implement systems, identify, and support best practices and create strategies to correct deficits.

ELIOT COMMUNITY HUMAN SERVICES

Service Director Juvenile Justice Division

Lexington, MA

July 2008-Sept. 2014

Supervise operations of detention, assessment, and treatment programs for DYS involved youth. Ensure service delivery is optimal and within contractual requirements and licensing regulations. Oversee start-up of newly contracted programs.

ELIOT COMMUNITY HUMAN SERVICES

Roxbury, MA

Program Director Metro Treatment

2007- July 2008

Provide oversight for a 20 bed DYS residential treatment program for high-risk adolescent males, including budgetary, clinical, medical, educational, and residential components. Hire, train, supervise and evaluate managers and staff. Provide 24 hour on-call coverage.

ELIOT COMMUNITY HUMAN SERVICES

Framingham, MA

Program Director, Chrysalis House

Sept. 2004- March 2007

Overall management of a 34-bed residential treatment facility for adolescent girls committed to DYS. Facilitate management, supervisory and staff meetings. Hire, train, supervise and evaluate managers and staff. Provide 24 hour on-call coverage.

WALKER SCHOOL

Needham, MA

Assistant Director of Residential Programs

Oct 199-Sept. 2004

Responsible for continuous program development and on-going management of intensive residential treatment and blended programs. Hire, train, supervise and evaluate supervisory and childcare staff. Facilitate weekly department, supervisor and treatment meetings. Oversee behavioral support system and activity programming.

BAY STATE COMMUNITY HUMAN SERVICES

Weymouth, MA

Survival Shelter, Assistant Director

Sept 1998-Oct. 1999

Provide supervision and on-going training for staff. Facilitate staff and treatment meetings. Develop and maintain positive, productive working relationships with funding source, licensing body and collaterals.

THE HOME FOR LITTLE WANDERERS

Waltham, MA

Childcare Supervisor/ Summer Program Coordinator

April 1997-Sept. 1998

Coordinate and supervise shifts and provide supervision to childcare staff. Plan and facilitate weekly therapeutic groups. Coordinate summer programming including oversight of staff and implementation of activities.

CAROLINA HILL TRANSITIONAL SHELTER

Marshfield, MA

Senior Child Life Advocacy Coordinator

Oct 1993-April 1997

Provide support and guidance to children and parents in a DTA funded shelter. Supervise Child Life Advocate Staff. Plan and execute daily activities for children, birth to adolescence.

Gregory Stoddard, MSW, LICSW

Senior leadership for mission-driven organizations 1

Profile

- Energetic** Drives and inspires performance in a team. Generates enthusiasm in others. Passionate evangelist for organizational mission.
- Creative** Creates effective staffing structures, training programs, and support systems. Quick and thorough thinker and collaborator. Uses the big picture to generate support for new enterprises and revolutionize old ones.
- Visionary** Articulates a vision and builds consensus and momentum around new ideas. Conveys to teams what the future will look like when we get there.

Selected Professional Experience

Wediko Children's Services

05.2018 – present *Director, Wediko School*

- Managed an annual budget of \$6 million+, turning around a \$1 million operating loss to break even within a year.
- Ended a years-long pattern of short staffing and extremely high turnover.
- Led the program through a period of extreme financial crisis while improving service delivery.
- Worked successfully with NH licensing agencies and regulators.
- Introduced and strengthened a culture of positive reinforcement for students and staff.
- Maintained operations and grew census through COVID crisis.

Camp Harbor View Foundation

04.2017 – 09.2017 *Executive Director, Programs*

- Guided a multimillion-dollar non-profit program through its transition from a seasonal partnership program to an independent, year-round social service agency.

Boys and Girls Clubs of Boston

10.2014 – 04.2017 *Executive Director, Camp Harbor View*

- Annually hired a seasonal staff of 98 adults and 75 teens, managed 11 year-round staff and program partners.
- Led the organization through the loss of the bridge connecting our island program site to the mainland.
- Wrote and managed an annual operating budget of \$2.6M. Under budget every year.
- Presented the camp and its philosophy to donors; drove millions in donations to the program.
- Collaborated with government agencies to complete annual regulatory and licensing processes.

09.2009 – 10.2014 *Director of Operations/Lead Social Worker, Camp Harbor View*

- Designed and implemented comprehensive staff management and training systems for year-round and seasonal staff.
- Provided and oversaw clinical services for a caseload of campers and families through individual, family, and group work.
- Supervised Masters-level staff and interns.
- Provided clinical supervision for social workers across the BGCB system.

- 05.2007 – 09.2009 *Camp Social Worker, Camp Harbor View*
- Designed comprehensive leadership development and behavior management strategies for the camp; behavior management strategy was later adopted across the organization.
 - Provided clinical intervention services for a population of 800+ at-risk families annually
- 06.2002 – 06.2008 *Club Social Worker, Yawkey Club of Roxbury*
- Provided clinical services and creative programming to club members and their families.
 - Designed, secured funding for, and implemented the Boys and Girls Clubs of Boston Japan Journeys Program, which ran under my leadership for from 2005-2017.

Children's Hospital, Boston

- 05.2004 – 03.2009 *Emergency Department Clinician*
- Performed psychosocial assessment, discharge planning, resource referral, suicide risk assessments, and other clinical services in the Emergency Department. On call overnights.

Wayside Multi Adventure Program

- 06.1999 – 08.2001 *Program Coordinator*
- Planned and executed adventure therapy trips to the NH and Maine wilderness for DCF-involved youth. Seasonal position.

Wediko Children's Services

- 03.1999 – 06.2001 *Recruiter, Wediko Children's Services Summer Program*
- Interviewed and reviewed staff applicants for the Wediko Summer Program
- 06.1998 – 09.1998 *Lead Staff*
- Led a clinical team of 7 staff in implementing a summer treatment program for 10 severely emotionally and/or behaviorally disturbed adolescents. Seasonal position.
- 06.1996 – 08.1997 *Vocational Program Coordinator*
- Planned, coordinated, and executed a vocational education for at-risk youth. Seasonal position.

Education

Simmons College Graduate School of Social Work

05.2002 Master of Social Work, MA LICSW #116100

Bates College

05.1998 Bachelor of Arts, English Literature. Secondary Concentration in Japanese.

Skills

Languages English(Native), Japanese (75%), French (53%), Spanish (47%)

Professional Budget Management, Communication Skills, Flexibility, Fundraising, Leadership Development, Public Policy, Public Relations, Volunteer Management, Strategic Planning, Advocacy, Community Outreach and Mobilization. Skilled in PC publishing, word-processing, spreadsheet, and database applications. Conversant with MacOS, and related applications. Certified Challenge Course Facilitator.

Personal Interests in travel, outdoor adventure, Japanese Tea Ceremony, and backyard chickens.

CONTRACTOR NAME
The Home for Little Wanderers
Hillsborough Village Apartments
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew McCall	Vice President of Community Programs	\$125,107.87	10%	\$12,510.78
Cathy O'Leary	Vice President of Congregate Care	\$121,465.20	20%	\$24,293.04

Subject: Residential Treatment Services for Children's Behavioral Health

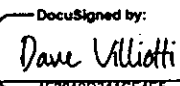


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Nashua Children's Home		1.4 Contractor Address 125 Amherst Street, Nashua, NH 03064	
1.5 Contractor Phone Number (603) 883-3851	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$9,804,960
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/11/2021		1.12 Name and Title of Contractor Signatory Dave Villiotti Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/15/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/15/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date

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6/11/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor, or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**New Hampshire Department of Health and Human Services
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EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency



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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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- 1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.
 - 1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.
 - 1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.
- 1.12. Collaborative Care**
- 1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.
 - 1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.
 - 1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.
 - 1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions; the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

- 1.14.1. The Contractor shall comply with RSA 126-U.
- 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
- 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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- and parents feels valued and heard.
- 1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.
- 1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:
 - 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
 - 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.
 - 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
 - 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.
 - 1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
 - 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
 - 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DV

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Reserved				
Level of Care 2, Intermediate Treatment	Nashua Children's Home	Nashua, NH	46	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

- 2.6.1.1. Residential treatment and community based services based on the individual's unique needs.
- 2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

- 2.6.2.1. Safe environment
- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services

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- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention

2.6.3. Staffing

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu

2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.

2.6.3.2.1.4. Family Worker: Case Manager 1:8

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

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2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

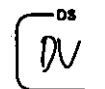
2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or



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supporting individuals pursuing higher education or independent living with the following but not limited to:

- 2.6.5.4.1. Transitional Services.
- 2.6.5.4.2. Vocational Services.
- 2.6.5.4.3. Formal Education.
- 2.6.5.4.4. Training Programs.
- 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.



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2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Reserved

2.8. Reserved

2.9. Reserved

2.10. Reserved

2.11. Reserved

2.12. Reserved

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3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Nashua Children's Home

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	Combined with 1 st shift (No Variation)
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	1:8
Family Worker	1:8	Combined with Clinical
Family Therapist	Not required	Combined with Clinical
Transportation	Not Required	Not Allocated
Case Manager	See Family Worker	Combined with Clinical
Board certified behavioral analyst (BCBA)	Not required	Not Allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client	Not Allocated

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	needs	
Psychiatrist	Not required	Not Allocated
Psychologist	Not required	Not Allocated
Medical Doctor, APRN	Not required	Not Allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.4.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.1.2.3. Neurobehavioral needs;
- 3.4.1.2.4. Gender Identity;
- 3.4.1.2.5. Aggressive behavior;
- 3.4.1.2.6. Episodes Moderate Self-Injurious Behaviors;
- 3.4.1.2.7. Problematic Sexual Behavior
- 3.4.1.2.8. Eating Disorder
- 3.4.1.2.9. Human Trafficking

- 3.5. Reserved
- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth

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Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion

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5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>)

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	<ul style="list-style-type: none">• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.

6.2.1.4. Reduced use of out of district placement for school.

6.2.1.5. Increased school attendance and attainment.

6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.

6.2.2.3. Attending monthly meetings focused on performance.

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- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),

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- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following what

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

- 7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
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EXHIBIT C**



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-ATANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program – Childrens Home Level 2	
Residential for eligible youth per day	\$329.93

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



129 Pleasant Street
Concord, NH 03301

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$9,804,960.00
 - 4.5.2. SFY 22: \$3,268,320.00
 - 4.5.3. SFY 23: \$3,268,320.00
 - 4.5.4. SFY 24: \$3,268,320.00
- 5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
- 6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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[Handwritten initials]

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DV

Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

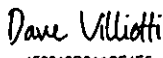
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/11/2021

Date

DocuSigned by:

 Name: Dave Villiotti
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/11/2021

Date

DocuSigned by:

Dave Villiotti

Name: Dave Villiotti

Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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6/11/2021

Date

**New Hampshire Department of Health and Human Services
Exhibit F**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/11/2021

Date

DocuSigned by:
Dave Villiotti
Name: Dave Villiotti
Title: Executive Director

Contractor Initials *DS DV*
Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials DS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/11/2021

Date

DocuSigned by:

Dave Villiotti

Name: Dave Villiotti

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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Contractor Initials



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/11/2021

Date

DocuSigned by:

Dave Villiotti

Name: Dave Villiotti

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

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New Hampshire Department of Health and Human Services

Exhibit I

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials DV

Date 6/11/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Nashua Children's Home

The State

Name of the Contractor

Katja Fox

Dave Villiotti

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Dave Villiotti

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/15/2021

6/11/2021

Date

Date

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Date 6/11/2021

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Dave Villotti
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The DUNS number for your entity is: 151060936
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO x YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 x NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>David villiotti</u>	Amount: <u>\$138,721</u>
Name: <u>Joanne Burdett Dion</u>	Amount: <u>\$95,000</u>
Name: <u>Lori wilshire</u>	Amount: <u>\$79,030</u>
Name: <u>Brian Boothroyd</u>	Amount: <u>\$75,608</u>
Name: <u>James Duffly</u>	Amount: <u>\$70,000</u>

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

DS
DV

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

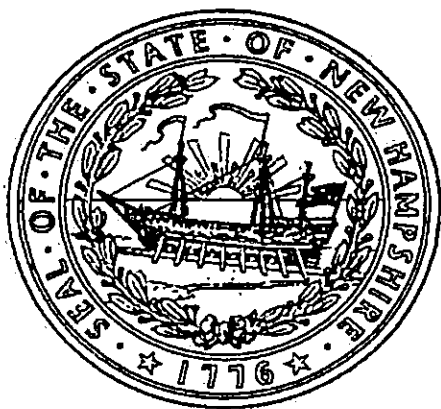
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA CHILDREN'S HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 04, 1903. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61867

Certificate Number: 0005035142



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Jonelle Rexenes**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Nashua Children's Home**.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **June 11, 2021**, at which a quorum of the Directors/shareholders were present and voting.


VOTED: That David Villiotti, Executive Director (may list more than one person)

is duly authorized on behalf of **Nashua Children's Home** to enter into contracts or agreements with the State

of **New Hampshire** and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of **New Hampshire** will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of **New Hampshire**, all such limitations are expressly stated herein.

Dated: **June 11, 2021**



Signature of Elected Officer
Name: **Jonelle Rexenes**
Title: **Secretary**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Susan Vesta PHONE (A/C No. Ext): (803) 689-3218 FAX (A/C No.): (803) 645-4331 E-MAIL ADDRESS: svesta@crossagency.com																					
INSURED Nashua Children's Home 125 Amherst Street Nashua NH 03064	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A: American Alternative Ins Corp.</td> <td colspan="2">19720</td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: American Alternative Ins Corp.	19720		INSURER B: Granite State Health Care and Human Services Self-			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 20-21 GL, BA, WC & Umb **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDD. SUBR	NSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				99A6CP0000349-00	07/11/2020	07/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				99A6CA0000688-00	07/11/2020	07/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				99A2FF0001755-00	07/11/2020	07/11/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	HCHS20200000224 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Volunteer Board of Directors excluded from workers compensation coverage							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER For Informational Purposes Only Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

MISSION STATEMENTS

VFW Mission Statement:

To foster camaraderie among United States veterans of overseas conflicts. To advocate on behalf of all veterans.

Child Assault Prevention

The mission of Child Assault Prevention (CAP) is to instill proper techniques and knowledge to young children susceptible to the dangers of child assault. CAP will work hands on with children in schools throughout the nation, and through skillful role-play, demonstrate ways children can stay safe, strong and free

mission Statement for Jaffrey Head Start:

To prepare children in fine motor skills and learning for those getting ready to enter kindergarten. Accomplish a sense of community interaction with parents used for resources needed. Provide a safe structured classroom setting for children to explore learning and peer interactions.

Veterans of Foreign Wars

The VFW is committed to recognizing the sacrifices made by veterans returning from combat, and to providing them with a network to help with the problems of assimilating back into the civilian sector. The VFW also plays a role in advocating on behalf of veterans to ensure they receive the benefits and healthcare they deserve.

Nashua Soup Kitchen & Shelter

The Nashua Soup Kitchen and Shelter is dedicated to providing those in need with food, shelter and toiletries for everyday life. The Nashua Soup Kitchen and Shelter warms the hearts of those who have no one and creates a safe place to look for help when in need. The Nashua Soup Kitchen and Shelter has shelter to offer those without. The Nashua Soup Kitchen and Shelter provides outreach to the Latino community and employment opportunities to those in the shelter. The Nashua Soup Kitchen and Shelter provides transitional living to those who reside in the shelter.



NASHUA CHILDREN'S HOME

Financial Statements
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Nashua Children's Home

Report on the Financial Statements

We have audited the accompanying financial statements of Nashua Children's Home, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

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evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nashua Children's Home as of June 30, 2020, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Nashua Children's Home's fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 30, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2021 on our consideration of Nashua Children's Home's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Nashua Children's Home's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Nashua Children's Home's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
February 24, 2021

NASHUA CHILDREN'S HOME

Statement of Financial Position
 June 30, 2020
 (with comparative totals as of June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 933,001	\$ 172,247	\$ 1,105,248	\$ 912,704
Accounts receivable	215,766	-	215,766	161,583
Prepaid expenses	31,803	-	31,803	26,201
Total Current Assets	1,180,570	172,247	1,352,817	1,100,488
Noncurrent Assets:				
Investments	3,100,527	49,884	3,150,411	3,160,186
Property and equipment, net	1,002,963	-	1,002,963	1,057,670
Total Noncurrent Assets	4,103,490	49,884	4,153,374	4,217,856
Total Assets	\$ 5,284,060	\$ 222,131	\$ 5,506,191	\$ 5,318,344
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 101,841	\$ -	\$ 101,841	\$ 112,463
Accrued payroll and related liabilities	447,077	-	447,077	344,492
Incurred but not yet reported health claims	165,791	-	165,791	154,381
Other liabilities	1,350	-	1,350	31,616
Total Current Liabilities	716,059	-	716,059	642,952
Notes Payable - City of Nashua	755,000	-	755,000	755,000
Total Liabilities	1,471,059	-	1,471,059	1,397,952
Net Assets:				
Without Donor Restrictions:				
Undesignated	712,474	-	712,474	571,524
Board-designated	3,100,527	-	3,100,527	3,110,053
With Donor Restrictions:				
Time and purpose restricted	-	187,131	187,131	203,815
Perpetual endowment	-	35,000	35,000	35,000
Total Net Assets	3,813,001	222,131	4,035,132	3,920,392
Total Liabilities and Net Assets	\$ 5,284,060	\$ 222,131	\$ 5,506,191	\$ 5,318,344

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
SUPPORT AND REVENUE				
Support:				
Contributions	\$ 354,528	\$ 77,478	\$ 432,006	\$ 522,850
Government grants	162,797	-	162,797	-
USDA reimbursement	64,871	-	64,871	66,693
Revenue:				
Board and care	3,296,960	-	3,296,960	2,871,243
School tuition	1,290,421	-	1,290,421	1,157,741
Family program	-	-	-	7,496
Investment income, net	90,474	(249)	90,225	144,016
Rental revenue	16,223	-	16,223	13,187
Other revenue	18,320	-	18,320	956
Net Assets Released From Restrictions	<u>93,913</u>	<u>(93,913)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	5,388,507	(16,684)	5,371,823	4,784,182
EXPENSES				
Program Services:				
Residential program	3,177,947	-	3,177,947	2,839,674
Educational program	820,669	-	820,669	912,131
Family program	25,879	-	25,879	27,463
Independent living	97,314	-	97,314	67,398
Transitional living	<u>98,800</u>	<u>-</u>	<u>98,800</u>	<u>84,633</u>
Total Program Services	4,220,609	-	4,220,609	3,931,299
Supporting services:				
General management	967,901	-	967,901	923,322
Fundraising	<u>68,573</u>	<u>-</u>	<u>68,573</u>	<u>53,656</u>
Total Supporting Services	1,036,474	-	1,036,474	976,978
Total Expenses	5,257,083	-	5,257,083	4,908,277
Change in Net Assets	131,424	(16,684)	114,740	(124,095)
Net Assets, Beginning of Year	3,681,577	238,815	3,920,392	4,044,487
Net Assets, End of Year	\$ <u>3,813,001</u>	\$ <u>222,131</u>	\$ <u>4,035,132</u>	\$ <u>3,920,392</u>

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME
Statement of Functional Expenses
For the Year Ended June 30, 2020
 (with comparative totals for the year ended June 30, 2019)

	2020									2020 Total	2019 Total	
	Program Services					Supporting Services						
	Residential Program	Educational Program	Family Program	Independent Living	Transitional Living	Total Program Services	General Management	Fundraising	Total Supporting Services			
Personnel Expense:												
Salary and wages	\$ 1,934,867	\$ 472,044	\$ 17,653	\$ 65,819	\$ 59,549	\$ 2,549,932	\$ 536,643	\$ 27,221	\$ 563,864	\$ 3,113,796	\$ 2,863,328	
Employer benefits	605,112	181,567	3,258	11,868	19,742	821,547	178,409	6,325	184,734	1,006,281	959,167	
Payroll taxes	127,790	32,234	1,347	6,633	4,324	172,328	36,681	1,332	38,013	210,341	211,726	
Professional fees	26,470	13,161	-	-	-	39,631	61,056	-	61,056	100,687	86,320	
Development and training	3,822	65	-	-	-	3,887	1,248	-	1,248	5,135	6,935	
Occupancy expenses	153,305	50,043	1,567	7,008	9,484	221,407	63,407	-	63,407	284,814	265,790	
Supplies	13,173	13,998	37	37	73	27,318	29,705	-	29,705	57,023	60,668	
Food	105,582	11,143	116	458	19	117,318	1,246	-	1,246	118,564	111,894	
Equipment maintenance	8,252	2,423	135	135	269	11,214	1,918	-	1,918	13,132	17,005	
Advertising	4,434	1,142	63	63	127	5,829	1,451	-	1,451	7,280	5,210	
Printing	-	-	-	-	-	-	2,000	-	2,000	2,000	400	
Telephone	12,220	3,667	204	204	407	16,702	6,991	-	6,991	23,693	15,542	
Postage	3,018	931	51	51	102	4,153	1,508	-	1,508	5,661	4,656	
Staff travel	4,132	134	-	-	-	4,266	1,608	-	1,608	5,874	8,434	
Client transportation	8,907	-	-	-	-	8,907	1,820	-	1,820	10,727	13,428	
Vehicle maintenance	8,852	2,382	132	132	265	11,763	1,877	-	1,877	13,640	13,561	
Other	-	550	-	-	-	550	334	33,695	34,029	34,579	19,557	
Assistance to Individuals:												
Clothing - residence	10,986	-	-	-	-	10,986	-	-	-	10,986	15,484	
Hygiene - residence	2,806	-	-	-	-	2,806	-	-	-	2,806	2,544	
Insurance	55,916	13,642	510	1,902	1,721	73,691	15,508	-	15,508	89,199	91,058	
Depreciation	88,303	21,543	806	3,004	2,718	116,374	24,491	-	24,491	140,865	135,570	
Total Functional Expenses 2020	\$ 3,177,947	\$ 820,669	\$ 25,879	\$ 97,314	\$ 98,800	\$ 4,220,609	\$ 967,901	\$ 68,573	\$ 1,036,474	\$ 5,257,083		
Total Functional Expenses 2019	\$ 2,839,674	\$ 912,131	\$ 27,463	\$ 67,398	\$ 84,633	\$ 3,931,299	\$ 923,322	\$ 53,656	\$ 976,978		\$ 4,908,277	

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Statement of Cash Flows
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 114,740	\$ (124,095)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	140,865	135,570
Gain on disposal of asset	-	455
Realized (gains) losses	(11,925)	(89,565)
Unrealized (gains) losses	(44,902)	10,908
(Increase) Decrease In:		
Accounts receivable	(54,183)	5,974
Prepaid expenses	(5,602)	(14,526)
Increase (Decrease) In:		
Accounts payable	(10,622)	51,868
Accrued payroll and related liabilities	102,585	33,477
Incurred but not yet reported health claims	11,410	32,480
Other liabilities	<u>(30,266)</u>	<u>29,516</u>
Net Cash Provided by Operating Activities	212,100	72,062
Cash Flows From Investing Activities:		
Purchase of fixed assets	(86,157)	(63,727)
Proceed from sales of investments	1,095,811	1,029,359
Purchases of investments	<u>(1,029,210)</u>	<u>(1,004,718)</u>
Net Cash Used by Investing Activities	<u>(19,556)</u>	<u>(39,086)</u>
Net Change in Cash and Cash Equivalents	192,544	32,976
Cash and Cash Equivalents, Beginning of Year	<u>912,704</u>	<u>879,728</u>
Cash and Cash Equivalents, End of Year	<u>\$ 1,105,248</u>	<u>\$ 912,704</u>

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Notes to Financial Statements
For the Year Ended June 30, 2020

1. Organization

Nashua Children's Home (the Organization) is a nonprofit organization established to provide residential care, educational, and family preservation services to Nashua area children who cannot live at home or attend public schools due to a variety of factors. The Organization impacts children's lives through three primary service areas:

Residential Program

A comprehensive care and service program for New Hampshire children and families. The Residential Program offers a wide range of recreational and social activities on and off grounds. Children are encouraged to utilize the community's recreational and cultural resources.

Educational Program

Provides services for students with educational disabilities between the ages of 7 and 15. The Educational Program is designed for students who cannot be appropriately educated in less intensive programs within the public schools. The Educational Program is certified by the New Hampshire State Department of Education.

Independent/Transitional Living Program

Assists young adults in transitioning into self-sufficiency and prevents long-term dependency on the social service system. Housing is provided at a nominal rent, along with continuing staff support and guidance for young adults that have exited the child-protective or juvenile justice system.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue and, therefore,

no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In fiscal year 2020, the Organization has adopted FASB ASU 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. The adoption of this ASU did not have a significant impact on the financial statements.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Organization has adopted FASB ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removes disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments restricted for perpetual endowment or other long-term purposes are excluded from this definition.

Accounts Receivable

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 or 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor- imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor- (or certain grantor-) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

A portion of the Organization's revenue is derived from cost-reimbursable federal, state, and local contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenue derived from program services, including board and care and school tuition, is recognized as services are provided. Rental income is recognized when the performance obligation of providing the space is satisfied. Program service fees paid in advance are deferred to the period to which they relate.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use. No significant contributions of such goods or services were received during fiscal years 2020 and 2019.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. The majority of expenses are directly charged to the functional categories. The expenses that are allocated include salary and wages, employee benefits, payroll taxes, occupancy, depreciation, and insurance, which are allocated on the basis of estimates of time and effort. Costs related to food and other occupancy are allocated based on budgetarily approved best estimates.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Contributed Nonfinancial Assets

In September 2020, the FASB issued ASU 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food,

clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and will be effective for the Organization for the year ending June 30, 2022. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position, are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 1,105,248	\$ 912,704
Accounts receivable	215,766	161,583
Investments	<u>3,150,411</u>	<u>3,160,186</u>
Total financial assets	4,471,425	4,234,473
Less amounts not available to be used within one year:		
Board-designated endowment	(3,100,527)	(3,110,053)
Net assets with donor restrictions:		
Perpetual endowment - held in investments	(35,000)	(35,000)
Time and purpose restrictions not expected to be met in less than one year	<u>(46,266)</u>	<u>(15,133)</u>
Total financial assets available within one year	1,289,632	1,074,287
Additional liquidity resources:		
Bank line of credit	<u>250,000</u>	<u>250,000</u>
Total financial assets and liquidity resources available within one year	<u>\$ 1,539,632</u>	<u>\$ 1,324,287</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. The portion of endowment funds that are perpetual in nature are not available for general expenditure. The board-designated endowment is subject to an annual spending rate as determined by the Board of Directors. Although there is no intention to spend from the board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation) these amounts could be made available if necessary.

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Accounts Receivable

Accounts receivable consist of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Board and care	\$ 178,733	\$ 114,093
School tuition	37,033	41,798
Transitional living rent	-	354
Other	-	5,338
Total	<u>\$ 215,766</u>	<u>\$ 161,583</u>

5. Investments

Investments, measured at fair value on a recurring basis, consist of the following at June 30, 2020:

<u>Investment Type</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 897,865	\$ -	\$ -	\$ 897,865
U.S. Government securities	-	39,638	-	39,638
U.S. Corporate bonds	-	168,609	-	168,609
U.S. Common stocks	855,476	-	-	855,476
Money market funds	326,728	-	-	326,728
Exchange-traded funds	<u>862,095</u>	<u>-</u>	<u>-</u>	<u>862,095</u>
Total	<u>\$ 2,942,164</u>	<u>\$ 208,247</u>	<u>\$ -</u>	<u>\$ 3,150,411</u>

Investments, measured at fair value on a recurring basis, consist of the following at June 30, 2019:

<u>Investment Type</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 779,188	\$ -	\$ -	\$ 779,188
U.S. Government securities	-	114,742	-	114,742
U.S. Corporate bonds	-	183,214	-	183,214
U.S. Common stocks	1,053,986	-	-	1,053,986
Money market funds	386,197	-	-	386,197
Exchange-traded funds	<u>642,859</u>	<u>-</u>	<u>-</u>	<u>642,859</u>
Total	<u>\$ 2,862,230</u>	<u>\$ 297,956</u>	<u>\$ -</u>	<u>\$ 3,160,186</u>

Unrealized gains and (losses) recognized during fiscal years 2020 and 2019 on equity securities totaled \$44,902 and \$(10,908), respectively.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Organization's investments to interest rate fluctuations as of June 30, 2020 is as follows:

<u>Investment Type</u>	Fair <u>Value</u>	<u>Investment Maturities (in Years)</u>			<u>N/A</u>
		Less <u>Than 1</u>	<u>1-5</u>	<u>6-10</u>	
Mutual funds	\$ 897,865	\$ -	\$ -	\$ -	\$ 897,865
U.S. Government securities	39,638	-	39,638	-	-
U.S. Corporate bonds	168,609	56,907	111,702	-	-
U.S. Common stocks	855,476	-	-	-	855,476
Money market funds	326,728	-	-	-	326,728
Exchange-traded funds	862,095	-	-	-	862,095
Total	\$ <u>3,150,411</u>	\$ <u>56,907</u>	\$ <u>151,340</u>	\$ -	\$ <u>2,942,164</u>

Information about the sensitivity of the fair values of the Organization's investments to interest rate fluctuations as of June 30, 2019 is as follows:

<u>Investment Type</u>	Fair <u>Value</u>	<u>Investment Maturities (in Years)</u>			<u>N/A</u>
		Less <u>Than 1</u>	<u>1-5</u>	<u>6-10</u>	
Mutual funds	\$ 779,188	\$ -	\$ -	\$ -	\$ 779,188
U.S. Government securities	114,742	76,919	18,266	19,557	-
U.S. Corporate bonds	183,214	60,885	101,365	20,964	-
U.S. Common stocks	1,053,986	-	-	-	1,053,986
Money market funds	386,197	-	-	-	386,197
Exchange-traded funds	642,859	-	-	-	642,859
Total	\$ <u>3,160,186</u>	\$ <u>137,804</u>	\$ <u>119,631</u>	\$ <u>40,521</u>	\$ <u>2,862,230</u>

Concentration of Risk

The Organization's investment policy states that not more than 5% of the investments portfolio may be invested in equity securities of any one company, nor the total securities position (debt and equity) in any one company to exceed 10% of the portfolio. The maximum amount invested in the securities of issuers in the same industry shall not be more than 25% of the portfolio. There were no concentrations of risk for the Organization as of June 30, 2020 and 2019.

6. Property and Equipment

Property and equipment is comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Land and land improvements	\$ 283,005	\$ 283,005
Buildings and improvements	3,561,590	3,531,915
Furniture, fixtures, and equipment	245,643	226,905
Vehicles	172,282	233,998
Construction in progress	<u>24,450</u>	<u>-</u>
Subtotal	4,286,970	4,275,823
Less accumulated depreciation	<u>(3,284,007)</u>	<u>(3,218,153)</u>
Total	<u>\$ 1,002,963</u>	<u>\$ 1,057,670</u>

Depreciation expense totaled \$140,865 and \$135,570 for the years ended June 30, 2020 and 2019, respectively.

7. Self-Insurance

The Organization self-insures against claims for employee health coverage. The Organization contracts with an insurance carrier for excess liability coverage and an insurance consultant for claims processing. At June 30, 2020 and 2019, the claims liability of \$165,791 and \$154,381, respectively, represents an estimate of claims incurred but unpaid at fiscal year-end, based on past historical costs and claims paid subsequent to fiscal year-end.

8. Line of Credit

The Organization has a line of credit with a bank that is secured by all assets of the Organization. The line is stated for maximum borrowings of \$250,000 with monthly payments of interest due at the bank's prime rate plus 0.5 percentage points. Principal is due on demand. At June 30, 2020 and 2019, the Organization had no outstanding balance on the line of credit and did not draw on the line during the fiscal years 2020 and 2019.

9. Notes Payable – City of Nashua

The Organization has two notes payable totaling \$755,000 to the City of Nashua, New Hampshire under the HOME Investment Partnership Program and the Economic Development Initiative Program. These notes are secured by mortgages on the 123 Amherst Street property. No repayment is required for twenty years, as long as the Organization complies with certain restrictions contained in the loan agreement related

to use of the property. At the end of the twenty-year period, these notes may be extended for an additional twenty-year term.

10. Endowment Funds

Types of Funds

The Board of Directors of the Organization has interpreted the New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted (a) the original value of the gifts donated, (b) the original value of subsequent gifts, and (c) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in perpetually restricted is classified as purpose restricted until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

The Organization's endowment consists of funds established either by donors (referred to as donor-restricted endowment funds) and/or by resources set aside by the Board of Directors to function as endowments (referred to as board-designated endowment funds). Donor-restricted endowment funds are further divided into those that provide a perpetual source of support for the Organization's activities (referred to as perpetual endowments) and those that are restricted by donors to investment for a specified term (referred to as term endowments). As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Investment and Spending Policies

The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution, while growing the funds if possible.

The Organization's Board of Directors determines annually the amount of distribution each year based on the endowment fund's average fair value of the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is

planned. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

Due to market conditions, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. There were no deficiencies at June 30, 2020 and 2019.

Changes in Endowment Net Assets

Changes in endowment net assets for the year ended June 30, 2020 are as follows:

	Without Donor Restrictions Board Designated	With Donor Restrictions			Total Endowment Net Assets
		Term Endowment	Perpetual Endowment	Total With Donor Restrictions	
Endowment net assets, beginning of year	\$ 3,110,053	\$ 15,133	\$ 35,000	\$ 50,133	\$ 3,160,186
Contributions	-	-	-	-	-
Investment income, net	90,474	(249)	-	(249)	90,225
Transfer to operations	(100,000)	-	-	-	(100,000)
Endowment net assets, end of year	\$ 3,100,527	\$ 14,884	\$ 35,000	\$ 49,884	\$ 3,150,411

Changes in endowment net assets for the year ended June 30, 2019 are as follows:

	Without Donor Restrictions Board Designated	With Donor Restrictions			Total Endowment Net Assets
		Term Endowment	Perpetual Endowment	Total With Donor Restrictions	
Endowment net assets, beginning of year	\$ 3,056,839	\$ 14,331	\$ 35,000	\$ 49,331	\$ 3,106,170
Contributions	9,763	-	-	-	9,763
Investment income, net	143,214	802	-	802	144,016
Transfer to operations	(99,763)	-	-	-	(99,763)
Endowment net assets, end of year	\$ 3,110,053	\$ 15,133	\$ 35,000	\$ 50,133	\$ 3,160,186

11. Net Assets

Board-Designated Net Assets

Net assets without donor restrictions, which the Board of Directors has placed self-imposed limits on, are comprised of an endowment fund.

Net Asset With Donor Restrictions

Net assets with donor restrictions are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Subject to expenditure for specified purpose:		
Christmas gifts	\$ 1,798	\$ 13,307
Transitional Living Program scholarships	48,099	50,000
Kitchen renovations	-	520
Secondary education scholarships (endowment)	14,884	15,133
Special education services	-	5,000
Summer camp tuition	51,957	46,957
Winter boots and coats	1,500	10,000
Subject to the passage of time:		
Independent Living Program	<u>68,893</u>	<u>62,898</u>
Total time and purpose restricted	187,131	203,815
Perpetual endowment	<u>35,000</u>	<u>35,000</u>
Total	<u>\$ 222,131</u>	<u>\$ 238,815</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by the passage of time as follows for the years ended June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Subject to expenditure for specified purpose:		
Christmas gifts	\$ 13,309	\$ -
Transitional Living Program Scholarships	1,901	-
Kitchen renovations	520	-
Playground	-	999
Special education services	5,000	25,000
Beautification project	285	-
Winter boots and coats	10,000	-
Subject to the passage of time:		
Independent Living Program	<u>62,898</u>	<u>96,680</u>
Total	<u>\$ 93,913</u>	<u>\$ 122,679</u>

12. Grants

The Organization has been awarded cost-reimbursable grants of \$159,615 that have not been recognized at June 30, 2020 because qualifying expenditures have not yet been incurred. No amounts have been received in advance, and accordingly no amounts are reported in the Statement of Financial Position as a refundable advance.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

13. Contributions

Contributions received in fiscal years 2020 and 2019 are comprised of the following:

	<u>2020</u>	<u>2019</u>
Unrestricted contributions	\$ 354,528	\$ 393,996
Restricted for:		
Independent Living Program	68,893	62,898
Transitional Living Program Scholarships	-	50,000
Christmas gifts	1,800	1,500
Special education services	-	2,500
Summer camp tuition	5,000	11,956
Beautification project	285	-
Winter boots and coats	<u>1,500</u>	<u>-</u>
Total	<u>\$ 432,006</u>	<u>\$ 522,850</u>

14. Retirement Plan

All full-time employees may contribute up to 20% of gross wages to a 403(b) plan beginning on the first day of the month following the date of hire. The Organization is not required to contribute to this plan. In fiscal years 2020 and 2019, the Organization did not contribute to the 403(b) retirement plan.

15. Concentration of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2020 and 2019, the State of New Hampshire accounted for 61% and 60%, respectively, of total revenues.

16. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

17. Subsequent Events

Subsequent events have been evaluated through February 24, 2021, which is the date the financial statements were available to be issued.

DAVID VILLIOTTI

- EDUCATION** *Certified Instructor, "Nonviolent Physical Crisis Intervention," National Crisis Prevention Institute, Milwaukee, WI. October, 1984.*
Master of Science Degree in Human Service Administration, Southern New Hampshire University, Manchester, NH. September, 1983.
Bachelor of Arts Degree in Psychology, Lebanon Valley College, Annville, PA. August, 1976.
- EMPLOYMENT**
- September 1985 - Present **NASHUA CHILDREN'S HOME, Nashua, NH.**
Position: Executive Director
Appointed by and accountable to the Board of Directors. Administratively responsible for the establishment, monitoring and evaluation of all program and financial systems. Programming includes, Residential, Educational and Family Outreach programs. Appointment and supervision of administrative staff in relation to these programs. Coordination of all fund raising and public relations functions.
- January 2011 - May 2011 **NASHUA COMMUNITY COLLEGE, Nashua, NH**
Position: Adjunct Professor
Taught the 3-credit course, "Management of Non-Profit Organizations," (BUS175), a joint venture of the Business and Human Services Departments
- September 1979 - September 1985 **ST. ANN'S HOME, Methuen, MA.**
Position: Behavioral Supervisor/Residential Supervisor
Administrative representative of the directors of education and residence, respectively. Supervision of all residential and educational staff. Coordination of agency programming and resources. Formulation of program policies. Over see implementation of all policies and procedures. Recruitment/hiring of staff.
- December 1977 - August 1979 **TIMBER RIDGE (LEARY EDUCATIONAL FNDN.),**
Winchester, VA. Position: Unit Director
Supervision of unit staff. Responsible for residential, educational and vocational programming for the unit. Maintained all parental and inter-agency contacts.
- December 1976 - August 1977 **PRESSLEY RIDGE SCHOOL, Pittsburgh, PA.**
Position: Residential and Liaison Counselor
Responsible for residential programming for various units. Counseling responsibilities with individuals and groups. Liaison functions with parents and related agencies.
- OTHER** Guardian ad Litem Board, appointed by Governor, Concord, NH (2012-Present)
Consultant, Carolinas Project, Duke Endowment, Charlotte, NC/ Albert E. Trieschman Center, Needham, MA / (1995-1998)
Chair, State Advisory Group on Juvenile Justice (1994 - 1995)
President, New Hampshire Group Home Association (1987-88)
Advisory Board, Anna Philbrook Center for Children and Youth (1986-87)
- PUBLISHED WORKS** *"Not In My Backyard: Preserving Children's Rights in the Face of Discrimination," Residential Treatment for Children and Youth and Managing the Residential Treatment Center in Troubled Times, The Howorth Press, Inc., 1994.*
"Embracing the Chaos: Moving from Child-Centered to Family-Centered", Residential Treatment for Children and Youth, The Howorth Press, Inc., 1995.
- REFERENCES** Available upon request.

James Duffy, M.A., N.C.C., LCHMC

Experience

December 2000-Present Lifestance Health

Outpatient Psychotherapist

- Provide individual and family therapy to children, adolescents and adults.
- Specialization in treating PTSD.

January 1991-Present Nashua Children's Home Nashua, NH

Senior Clinician

- Provide individual therapy to children and adolescents in residence.
- Provide family therapy focused on reunification with family of origin or foster family.
- Provide home-based counseling for placement prevention and reunification.
- Provide clinical supervision for in-house therapists.
- Approve all treatment plans.

May 1993-January 2001 Community Council of Nashua Nashua, NH

Adult Outpatient Psychotherapist

- Provided individual and marital therapy to adult population ages 18 to 59 at a community mental health center.
- Led a batterer's intervention group for 2 years.
- This was a fee for service position.

April 1990-January 1991 Nashua Children's Home Nashua, NH

Childcare Worker

- Worked directly with emotionally challenged children in a residential placement, individually and in groups.

Professional Memberships

Member of the National Board of Certified Counselors.
New Hampshire Licensed Clinical Mental Health Counselor.

Specialized Training

EMDR Level II
Progressive Counting

Matthew R. Fentross

SUMMARY Focused individual with strong organizational skills
Honest caring person who likes to help others

EDUCATION **Auburn University; Auburn, AL**
Bachelor of Arts in Criminology; December 2008

Louisiana State University-Shreveport; Shreveport, LA.
Master of Science in Nonprofit Administration; Expected Graduation: Fall 2022

RELEVANT COURSES

Police and Society	Sentencing and Corrections
Criminology	Sociology of Criminal Law
Juvenile Delinquency	Social Deviance
Justice Administration	Criminal Evidence

EXPERIENCE **Nashua Children's Home; Nashua, NH**
*Residential Director; Assistant Residential Director; Residential Supervisor;
Assistant Residential Supervisor; Residential Counselor; December 2008-Present*

- Implementing program and policies as assigned by the Executive Director
- Program planning, development and day-to-day management of children, property and staff within the program
- On-call responsibilities

Greater Malden Behavioral Health; Malden, MA
Therapeutic Mentor; February 2016-February 2020

- Provide one-on-one strength based support services for youth
- Coach and train youth in age-appropriate behaviors through social activities
- Develop treatment plan in cooperation with youth and those involved in case

Pyramid Builder's Associates; Lynn, MA
Therapeutic Mentor; September 2011-February 2016

- Provide one-on-one strength based support services for youth
- Coach and train youth in age-appropriate behaviors through social activities
- Develop treatment plan in cooperation with youth and those involved in case

Town of Amherst; Amherst, NH
Aquatics Director, Head Lifeguard, Head Swim Team Coach; Summers 00 - 08

- Organized and oversaw swim lessons taught by instructors
- Coached swim team comprised of dozens of swimmers of all abilities

- Taught Red Cross Learn to Swim lessons
- Managed and lead other lifeguards

KEY SKILLS

Personal: Verbal & Written Communication, Interpersonal Relations, Teamwork, Strong Work Ethic, Initiative, Critical Thinker, Problem Solving, Organized & Goal Oriented

Computer: Windows XP/Vista, MS Word, Excel, PowerPoint, Internet, E-Mail

Certifications: CPR, First Aid, CPI Handle with Care

References Available Upon Request

DANIELE FERREIRA

Objective: Leadership position in social services agency utilizing my breadth of experience and abundant talents creatively, organizationally and relationally.

Education: Bachelor Art, Psychology
Southern New Hampshire University, Manchester, NH
October 2007

Major: Psychology **Minor:** Sociology

Experience: Nashua Children's Home, Nashua, NH, September 2007-Present
January 2020-Present (Recruitment and Training Coordinator)

-Responsible for all aspects of staff recruitment and training, inclusive of advertising, contacting applicants, interviewing, hiring and training.

-Coordinates all aspects of recreational programming for residential treatment facility serving 46 at-risk youth.

-Responsible for individualized programming for children as well. Coordinates holiday programming. Responsible for management of agency's social media page.

May 2009-December 2019 (Residential Supervisor: Younger Girls)

-Responsible for all aspects of care and programming for residence of 12 latency-aged at-risk girls.

-Responsible for administrative functions, preparation of treatment summaries, liaison with parents and collateral agencies.

-Responsible for supervision of up to eight residential counselors, including the preparation of annual evaluations.

September 2007-May 2008 (Residential Counselor: Younger Girls Unit)

-Responsible for implementation of daily routine, activities programming and behavioral support for unit of 12 latency-aged girls.

LAURA BENEVIDES

COMPLIANCE OFFICER

CONTACT

EDUCATION

Western Michigan University
BS Public Relations
1985-1989

SKILLS

Problem solving
Teamwork
Leadership
Organization
Empathy

PROFICIENCY

MS Excel
USDA SNP Regulations
CARF Regulations

RECOGNITION

Mark S. Rowland Exemplary
Service Citation Award
May 2001

ABOUT ME

Compliance Officer with 20+ years of experience working in non-profit. Experience includes organizing and presenting trainings, preparing reports, maintaining and updating state-based roster, monitoring USDA SNP regulations, and promoting, implementing and maintaining compliance for state agencies and accreditation.

EXPERIENCE

NASHUA CHILDREN'S HOME:

Residential Program 1993-2001 & 2003-present

Residential Counselor 1993-1999

- Part of a team of primary caregivers providing a safe, healthy, therapeutic and nurturing home environment to children between the ages of 7 and 18 yrs. old who were removed from their home by the State of NH.

Assistant Residential Director 1999-2001 & 2003-2020

- Responsibilities included making behavioral management decisions, development of staff, interactions with various community representatives and stakeholders, occasional court review participation.

Residential Recreational and Volunteer Coordinator 2003-2020

- Organized and implemented recreational activities and events for residents and their families.
- Managed the coordination of community volunteers.

Residential Training Coordinator 2003-2020

- Organized, implemented and often presented staff trainings to meet requirements mandated by state agencies.

Compliance Officer 2020-present

- Responsible for drafting policy and procedures, monitoring the execution of such in order to maintain conformance and compliance for accreditation and state licensing agencies.

CARNIVAL CRUISE LINES

Youth Program 1991-1993

Youth Activity Coordinator, on-board 1991-1993

- Responsible for the coordination and implementation of onboard activities for children 4-18 years old. Worked with the Cruise Director for special events.

Youth Activity Director, Miami Corporate Office 2 months

- Responsible for youth activity programming for entire fleet. Worked closely with Director of Operations.

Lori Wilshire, PHR

WORK EXPERIENCE

11/92 to Present NASHUA CHILDREN'S HOME, 125 Amherst Street, Nashua NH 03064

Business Manager

- Payroll and benefits for a mid-sized non-profit agency
- Maintain HRIS (Human Resource Information System)
- Oversee financial/support staff
- Facility management of six properties
- Provide employment and mentoring opportunities for residents
- Active in event planning, corporate giving programs and volunteer projects
- Senior management team

06/82 to 11/92 NASHUA HOUSING AUTHORITY, 40 East Pearl St, Nashua, NH 03060

Director of Management and Occupancy

- Administer Section 8 and public housing programs consisting of 1,156 units
- Maintained Federal Regulation guidelines relative to housing authority policy
- Reported to Department of Housing and Urban Development
- Consulted with legal counsel regarding lease enforcement issues including court appearances
- Negotiated rents with landlords and held open forum discussions/briefings
- Conducted informal hearings in accordance with NHA's Grievance Policy
- Supervise occupancy staff

Director of Finance

- Manage finance department
- Purchasing, payroll and employee benefits
- Senior management team

EDUCATION AND CREDENTIALS

- Human Resources Certificate, University of New Hampshire, April 2005
- Certified as Professional in Human Resources, PHR, HRCI, Dec 2003-present
- Attended New Hampshire College, 1993-94
- Associates Degree in Business Administration, Hesser College, May 1987

WJ
Merrill
5/2 5/9

Brian J. Boothroyd

Education **Criminal Justice, Associates Degree**
Middlesex Community College Bedford, MA
Graduation Date May 1991

Work Experience **Work Site Supervisor and Counselor, CORE**
Charlestown, MA July to August 1993
Eight week summer work program for troubled adolescents
Organized daily work activities for a program of ten youths including the administration of all appropriate paperwork, writing daily reports, escorting youths to and from employment site, and providing on-going counseling and support throughout program to all involved youths

Emmaus, CORE
Charlestown, MA April 1992 to present
Responsible for picking up children in need of services (CHINS) at juvenile holding facility, processing intake paperwork for Department of Social Services, and escorting juveniles to Boston Juvenile Courts

Counselor, CORE
Methuen, MA September 1993 to present
On-call counselor responsible for supervising daily living at Department of Youth Services detention home

Gym Director, Will Dodd Community Center
Maynard, MA June 1991 to October 1992
Coordinated and supervised the daily activities for approximately fifty children, disciplined children for unruly conduct, organized and worked at various charity events for the center

Firefighter and Ambulance Driver, Stow Fire Department
Stow, MA September 1986 to present
On-call firefighter and ambulance driver with duties of responding to calls, performing all aspects of firefighting and emergency medical situations

Certifications **Massachusetts CDL (Class B) License**
CPR Certification

Interests **Downhill Skiing, Softball, Basketball, Golf**

References **Available Upon Request**

KEY PERSONNEL SHEET

David Villiotti, Executive Director, \$138,721 (80% via contract)

Lori Wilshire, Business Manager, \$79,030 (80% via contract)

James Duffy, Senior Clinician, \$70,000 (80% via contract)

Matthew Fentross, Residential Director, \$57,896 (100% via contract)

Brian Boothroyd, Residential Director, \$75,608 (100% via contract)

Daniele Ferreira, Recruitment & Training Coordinator, \$59,207 (100% via contract)

Laura Benevides, Compliance Officer, \$60,902 (100% via contract)

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Laura Benevides, Compliance Officer, \$60,902 (100% via contract)

Subject: Residential Treatment Services for Children's Behavioral Health

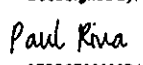

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Pine Haven Boys Center		1.4 Contractor Address PO Box 162, Suncook, NH 03275	
1.5 Contractor Phone Number (603) 485-7141	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$11,382,600.17
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/24/2021		1.12 Name and Title of Contractor Signatory Paul Riva Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/24/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor, under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed, accredited and certified. Those that are not currently licensed, accredited and certified, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable; with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of, the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/or their prioritized treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
 - 1.14.3.2. Crisis Prevention Institute (CPI),
 - 1.14.3.3. Professional Crisis Management (PCM),
 - 1.14.3.4. Mandt,
 - 1.14.3.5. Handle with Care, or
 - 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
- 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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- 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.
 - 1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.
 - 1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.
 - 1.15.1.1.2.4. Developing a youth peer mentor model.
- 1.15.1.2. Family Voice and Engagement
 - 1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:
 - 1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.
 - 1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.
 - 1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

- 1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.
- 1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:
 - 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
 - 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.
 - 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
 - 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.
 - 1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

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2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				
Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Pine Haven Boys Center	Suncook, NH	20	na
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,

2.7.2.2. Structured and safe, therapeutic milieu environment,

2.7.2.3. Medication Monitoring and management,

2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.7.2.5. Concentrated individualized treatment

2.7.2.6. Specialized assessment and treatment services.

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- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

- 2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.7.3.2.1. Direct Care Staff/Milieu:
 - 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
 - 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8

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2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

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by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

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- 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.7.6.1.4. Recreation (clubs, sports, work).
- 2.7.6.1.5. Family and sibling visits.
- 2.7.6.1.6. Other as required by the individual's treatment plan.
- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event, the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including

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coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved
- 3. **Specific Residential Treatment Program Requirements**
 - 3.1. **The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.**
 - 3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.
 - 3.2. Reserved
 - 3.3. Reserved
 - 3.4. Reserved
 - 3.5. **Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**
 - 3.5.1. **Pine Haven Boys Center**
 - 3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:8
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 (shared case management)
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated

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Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Case Manager	1:8 or see Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	1 FTE
Psychiatrist	Availability of prescriber or psychiatry on site	2 Contracted
Psychologist	Availability of prescriber or psychiatry on site	1 Contracted
Medical Doctor, APRN	Not Required	Not allocated

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Aggressive behavior;
- 3.5.1.2.3. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.4. Fire Setting
- 3.5.1.2.5. Problematic Sexual Behavior
- 3.5.1.2.6. Human Trafficking

- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Reserved

4. Exhibits Incorporated

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- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)

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Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions

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5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

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- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals

**New Hampshire Department of Health and Human Services
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who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by

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the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$520,464.17 shall be provided to the Contractor, for the expenses incurred to expand services based on the start-up budget specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the expansion period. All DHHS payments to the Contractor for the expansion period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is expanded.
- 5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

5.1.1.

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day	\$516.62
Residential Non-IEP eligible youth per day	\$516.62

5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education

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for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

- 5.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:
 - 5.5.1. Sub-total: \$10,862,136
 - 5.5.2. SFY 22: \$3,620,712
 - 5.5.3. SFY 23: \$3,620,712

**New Hampshire Department of Health and Human Services
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5.5.4. SFY 24: \$3,620,712

6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the

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**New Hampshire Department of Health and Human Services
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Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 - Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs

Basic Information	
Agency Name	Pine Haven Boys Center

Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ 486,099.00	
Supervisors/managers	86,453.00	
Frontline caseworkers	260,423.00	
Coordination or administrative support	28,855.00	
CQI, QA specialists and/or data analysts		
Other personnel costs	110,368.00	
Program facilities	\$ -26,565.17	
Lease		
Maintenance and utilities		
Other facility costs	26,565.17	
Program materials and supplies	\$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 4,800.00	
Program license or other fees		
Program training (initial)	4,800.00	Train new staff in TF-CBT or TF-IPT
Other EBP or program model costs		
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ -	
Vehicles		
Furniture		
Technology Equipment		
Other Equipment		
Telecommunication	\$ 3,000.00	
Phones/Walkie Talkies	3,000.00	
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 520,464.17	



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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

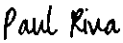
Place of Performance (street address, city, county, state, zip code) (list each location)


Check if there are workplaces on file that are not identified here.

Vendor Name:

6/24/2021

Date

DocuSigned by:

 Name: PAUL RIVA
 Title: Executive Director

Vendor Initials 
 Date 6/24/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services-Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: Paul Riva

Title: Executive Director

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Vendor Initials

6/24/2021

Date



New Hampshire Department of Health and Human Services
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/24/2021

Date

DocuSigned by:
Paul Riva
Name: Paul Riva
Title: Executive Director

Contractor Initials: PR
Date: 6/24/2021



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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PR

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:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: Paul Riva

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: Paul Riva

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



New Hampshire Department of Health and Human Services

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

3/2014

Contractor Initials

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PK
6/24/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

New Hampshire Department of Health and Human Services



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials

PR

Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. PR

3/2014

Contractor Initials PR

Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State
 by:
Katja Fox
 Signature of Authorized Representative
 katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/24/2021
 Date

Pine Haven Boys center
 Name of the Contractor
Paul Riva
 Signature of Authorized Representative
 Paul Riva
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/24/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: Paul Riva

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The DUNS number for your entity is: 100999101
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III: RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

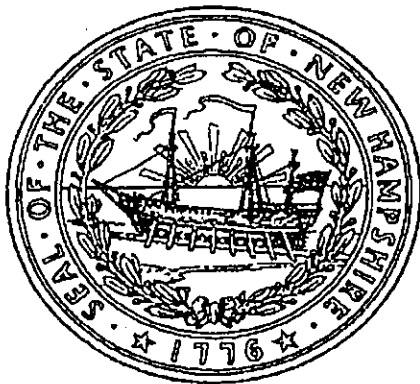
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64764

Certificate Number : 0005381585



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Peter A. Viar, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Pine Haven Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That PAUL RIVA, EXECUTIVE DIRECTOR (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of PINE HAVEN to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06/15/2021

Peter A. Viar

Signature of Elected Officer

Name: Peter A. Viar

Title: PRESIDENT, BOARD OF DIRECTORS

Certificate of Coverage

Date: 6/3/2020

Certificate Holder Pine Haven Boys Center, Inc., Allenstown, NH P.O. Box 162 Suncook, NH 03275	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
Covered Location Pine Haven Boys Center Inc. River Road-Allenstown P.O. Box 162 Suncook, NH 03275	Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8539	6/30/2020	6/30/2021	Each Occurrence	
					General Aggregate	2,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage verified for the Pine Haven Boys Home, for the term of the certificate.

Holder of Certificate **Cancellation**

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative <i>Michael A. Antonini</i>

0377000012

Certificate of Coverage

Date: 6/14/2021

Certificate Holder
 Pine Haven Boys Center, Inc., Allenstown, NH
 P.O. Box 162
 Suncook, NH 03275

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 PINE HAVEN BOYS CENTER INC
 RIVER ROAD-ALLENSTOWN
 P O BOX 162
 SUNCOOK, NH 03275-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8539	6/30/2021	6/30/2022	Each Occurrence 2,000,000
					General Aggregate
					Products-Comp/OP Agg
					Personal & Adv Injury
					Fire Damage (Any one fire)
					Med Exp (Any one person)
	Excess Liability				Each Occurrence
					Annual Aggregate
	Other Sexual Misconduct	8539	6/30/2021	6/30/2022	Each Occurrence
					Claims Made
					Annual Aggregate 3,000,000
					Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage verified for the Pine Haven Boys Home, for the term of the certificate.
 Sexual Misconduct Coverage is verified for claims arising out of only Pine Haven Boys Home, its employees or volunteers, for the term of the certificate. Sexual Misconduct Coverage is on a claims made basis and is limited to \$3,000,000 annual aggregate.

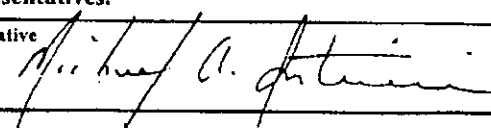
Holder of Certificate

Cancellation

State of New Hampshire
 Department of Health and Human Services
 129 Pleasant St.
 Concord, NH 03301

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0377000012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 402-551-8765 C.M.G. Agency, Inc. 10843 Old Mill Road Omaha, NE 68154 INSURED Pine Haven Boys Center, Inc. PO Box 162 Suncook, NH 03275	CONTACT NAME: C.M.G. Agency, Inc PHONE (A/C, No, Ext): 402-551-8765 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B: Church Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B: Church Mutual Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B: Church Mutual Insurance Company															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0321103-09-122197	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0321103-07-121169	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage verified for Pine Haven Boys Center, Inc. for the term of the certificate.

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C.M.G. Agency, Inc.</i>
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PINE HAVEN BOYS CENTER
PO Box 162 Suncook, NH 03275 (603) 485-7141
www.pinehavenboyscenter.org

Philosophy

Pine Haven's philosophy can be summarized in two statements:

- * "There is no such thing as a bad child."
- * "Children need and are entitled to their families."

Pine Haven feels that when a child, over time, acquires or develops destructive and unhealthy patterns of behavior, given the opportunity, he can relearn more productive and adequate habits.

Pine Haven also sees children as components of the family system and values families as equal, respected and active partners.

Pine Haven believes that families play a unique role in the child's development and growth; we believe families can change and successfully reunite.

Mission Statement

Pine Haven is committed to providing children with positive experiences and success oriented programs. The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school and community. When reunification is not the plan, Pine Haven is committed to promoting the optimal, possible level of involvement between the child and his family. Pine Haven honors the dignity, resources and strengths of families and is dedicated to involving them in all major decisions affecting their children.

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2020 AND 2019

PINE HAVEN BOYS CENTER
FINANCIAL REPORT
JUNE 30, 2020 AND 2019

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PLODZIK & SANDERSON

Professional Association/Accountants & Auditors

193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX-603-224-1380

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Pine Haven Boys Center
Allentown, New Hampshire

We have audited the accompanying financial statements of Pine Haven Boys Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2020 and 2019, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

November 24, 2020

Plodzik & Sanderson
Professional Association

FINANCIAL STATEMENTS

PINE HAVEN BOYS CENTER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

ASSETS		
	2020	2019
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,013,562	\$ 1,422,803
Cash - with donor restrictions	323,402	280,852
Accounts receivable	272,918	296,968
Insurance claims receivable	-	326,176
Payroll taxes refundable	-	77,708
Prepaid expenses	82,848	84,858
Total current assets	2,692,730	2,489,365
PROPERTY AND EQUIPMENT		
Building improvements	773,091	803,099
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	169,679	163,440
Vehicles	95,332	95,332
	1,152,174	1,175,943
Less accumulated depreciation	937,438	997,830
	214,736	178,113
TOTAL ASSETS	\$ 2,907,466	\$ 2,667,478
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 18,905	\$ 43,515
Accrued expenses	257,227	248,934
Total current liabilities	276,132	292,449
NET ASSETS		
Without donor restrictions		
Net investment in property and equipment	214,736	178,114
Board designated	1,000,000	750,000
Undesignated	1,093,196	1,166,063
	2,307,932	2,094,177
With donor restrictions	323,402	280,852
Total net assets	2,631,334	2,375,029
TOTAL LIABILITIES AND NET ASSETS	\$ 2,907,466	\$ 2,667,478

The Notes to Financial Statements are an integral part of these statements.

PINE HAVEN BOYS CENTER
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
OPERATING REVENUE			
Board and care	\$ 2,020,200	\$ -	\$ 2,020,200
Tuition and registration	863,386	-	863,386
U.S. Department of Agriculture	38,621	-	38,621
Contributions	3,689	46,935	50,624
Total operating revenue	<u>2,925,896</u>	<u>46,935</u>	<u>2,972,831</u>
OPERATING EXPENSES			
Program services:			
Instruction	598,149	-	598,149
Board and care	1,718,904	-	1,718,904
Total program services	<u>2,317,053</u>	<u>-</u>	<u>2,317,053</u>
Supporting services:			
Administration	403,610	-	403,610
Total operating expenses	<u>2,720,663</u>	<u>-</u>	<u>2,720,663</u>
INCREASE IN NET ASSETS FROM OPERATING ACTIVITIES	<u>205,233</u>	<u>46,935</u>	<u>252,168</u>
NONOPERATING ACTIVITIES			
Interest income	4,642	238	4,880
Loss on disposal of equipment	(743)	-	(743)
Total nonoperating expenses	<u>3,899</u>	<u>238</u>	<u>4,137</u>
INCREASE IN NET ASSETS	209,132	47,173	256,305
Net assets released from restrictions	4,623	(4,623)	-
NET ASSETS - BEGINNING	<u>2,094,177</u>	<u>280,852</u>	<u>2,375,029</u>
NET ASSETS - ENDING	<u>\$ 2,307,932</u>	<u>\$ 323,402</u>	<u>\$ 2,631,334</u>

The Notes to Financial Statements are an integral part of this statement.

*PINE HAVEN BOYS CENTER
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019*

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
OPERATING REVENUE			
Board and care	\$ 1,843,068	\$ -	\$ 1,843,068
Tuition and registration	853,285	-	853,285
U.S. Department of Agriculture	36,370	-	36,370
Contributions	3,107	47,826	50,933
Total operating revenue	<u>2,735,830</u>	<u>47,826</u>	<u>2,783,656</u>
OPERATING EXPENSES			
Program services:			
Instruction	604,973	-	604,973
Board and care	1,562,521	-	1,562,521
Total program services	<u>2,167,494</u>	-	<u>2,167,494</u>
Supporting services:			
Administration	269,202	-	269,202
Total operating expenses	<u>2,436,696</u>	-	<u>2,436,696</u>
INCREASE IN NET ASSETS FROM OPERATING ACTIVITIES	<u>299,134</u>	<u>47,826</u>	<u>346,960</u>
NONOPERATING ACTIVITIES			
Interest income	4,513	224	4,737
INCREASE IN NET ASSETS	303,647	48,050	351,697
Net assets released from restrictions	625	(625)	
NET ASSETS - BEGINNING	<u>1,789,905</u>	<u>233,427</u>	<u>2,023,332</u>
NET ASSETS - ENDING	<u>\$ 2,094,177</u>	<u>\$ 280,852</u>	<u>\$ 2,375,029</u>

The Notes to Financial Statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	Program Services		Total	Support Services	Total
	Instruction	Board and Care	Program Services	Administration	
<u>Personnel costs</u>					
Salaries and wages	\$ 384,274	\$ 1,171,364	\$ 1,555,638	\$ 226,738	\$ 1,782,376
Employee benefits	58,245	181,302	239,547	20,379	259,926
Temporary staff	-	-	-	16,591	16,591
Payroll taxes/workers' compensation insurance	35,762	107,037	142,799	10,317	153,116
<u>Professional fees and consultants</u>					
Client evaluations	1,500	-	1,500	-	1,500
Audit fees	-	-	-	7,782	7,782
Legal fees	-	-	-	28,149	28,149
Other professional fees/consultants	35,516	9,749	45,265	8,760	54,025
<u>Staff development and training</u>					
Journal and publications	646	204	850	159	1,009
Other staff development	1,021	8,774	9,795	1,518	11,313
<u>Occupancy costs</u>					
Heating costs	9,472	22,529	32,001	266	32,267
Other utilities	5,970	13,190	19,160	423	19,583
Maintenance and repairs	14,289	36,353	50,642	545	51,187
<u>Consumable supplies</u>					
Office	-	-	-	12,752	12,752
Building/household	15,175	27,838	43,013	-	43,013
Education/training	8,070	1,570	9,640	-	9,640
Food	-	54,989	54,989	-	54,989
Medical	92	5,945	6,037	-	6,037
Capital expenditures - depreciation	12,631	22,375	35,006	1,083	36,089
Equipment maintenance	3,690	7,212	10,902	2,238	13,140
Recreational supplies/expenses	-	13,503	13,503	-	13,503
Advertising	-	-	-	12,203	12,203
Printing	-	-	-	1,235	1,235
Telephone/communications	-	-	-	5,459	5,459
Postage/shipping	1,377	-	1,377	2,398	3,775
<u>Transportation</u>					
Vehicle leasing/maintenance/repairs	655	5,273	5,928	-	5,928
Clients/staff	-	5,060	5,060	-	5,060
<u>Assistance to students</u>					
Assistance to students	-	4,604	4,604	-	4,604
Clothing/hygiene	-	1,812	1,812	-	1,812
<u>Insurance</u>					
Vehicles	366	2,605	2,971	-	2,971
Comprehensive property/liability	9,098	16,116	25,214	895	26,109
Professional liability/bonding	-	(500)	(500)	1,409	909
<u>Membership dues</u>	300	-	300	-	300
<u>Fund expense</u>				42,311	42,311
Total	\$ 598,149	\$ 1,718,904	\$ 2,317,053	\$ 403,610	\$ 2,720,663

The Notes to Financial Statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019

	Program Services		Total	Support Services	Total
	Instruction	Board and Care	Program Services	Administration	
<u>Personnel costs</u>					
Salaries and wages	\$ 405,223	\$ 1,086,476	\$ 1,491,699	\$ 159,218	\$ 1,650,917
Employee benefits	46,571	167,298	213,869	17,866	231,735
Temporary staff	-	-	-	20,427	20,427
Payroll taxes/workers' compensation insurance	36,453	101,399	137,852	9,336	147,188
<u>Professional fees and consultants</u>					
Client evaluations	625	-	625	-	625
Audit fees	-	-	-	19,585	19,585
Legal fees	-	-	-	8,326	8,326
Other professional fees/consultants	43,370	8,073	51,443	3,803	55,246
<u>Staff development and training</u>					
Journal and publications	191	-	191	-	191
Other staff development	12,359	6,283	18,642	2,660	21,302
<u>Occupancy costs</u>					
Heating costs	9,087	17,191	26,278	584	26,862
Other utilities	4,741	10,428	15,169	362	15,531
Maintenance and repairs	7,127	19,105	26,232	1,626	27,858
<u>Consumable supplies</u>					
Office	-	-	-	8,887	8,887
Building/household	2,929	8,007	10,936	-	10,936
Education/training	12,190	2,350	14,540	-	14,540
Food	-	41,416	41,416	-	41,416
Medical	8	4,599	4,607	(988)	3,619
Capital expenditures - depreciation	9,093	20,562	29,655	1,695	31,350
Equipment maintenance	5,435	7,652	13,087	3,804	16,891
Recreational supplies/expenses	-	19,513	19,513	-	19,513
Advertising	-	-	-	1,568	1,568
Printing	-	-	-	648	648
Telephone/communications	-	-	-	4,592	4,592
Postage/shipping	-	-	-	2,416	2,416
<u>Transportation</u>					
Vehicle leasing/maintenance/repairs	422	5,255	5,677	-	5,677
Clients/staff	-	8,532	8,532	-	8,532
<u>Assistance to students</u>					
Assistance to students	-	4,943	4,943	-	4,943
Clothing/hygiene	-	5,679	5,679	-	5,679
<u>Insurance</u>					
Vehicles	353	2,586	2,939	-	2,939
Comprehensive property/liability	8,496	15,051	23,547	728	24,275
Professional liability/bonding	-	-	-	1,409	1,409
<u>Membership dues</u>					
	300	123	423	150	573
<u>Fruit expense</u>					
	-	-	-	500	500
Total	\$ 604,973	\$ 1,562,521	\$ 2,167,494	\$ 269,202	\$ 2,436,696

The Notes to Financial Statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 256,305	\$ 351,697
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	36,089	31,350
Disposal of equipment	743	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	24,050	(99,987)
(Increase) decrease in claims receivable	326,176	(130,712)
(Increase) decrease in payroll taxes refundable	77,708	(20,376)
(Increase) decrease in prepaid expenses	2,010	1,309
Increase (decrease) in accounts payable	(24,610)	23,183
Increase (decrease) in accrued expenses	8,293	10,541
Net cash provided by operating activities	706,764	167,005
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(73,455)	(16,009)
Net increase in cash and cash equivalents	633,309	150,996
Cash and cash equivalents:		
Beginning	1,703,655	1,552,659
Ending	\$ 2,336,964	\$ 1,703,655

The Notes to Financial Statements are an integral part of these statements.

PINE HAVEN BOYS CENTER
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019

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PINE HAVEN BOYS CENTER
NOTES TO THE FINANCIAL STATEMENTS
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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1-A Nature of Organization and Operations

Pine Haven Boys Center ("The Center"), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and educational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 16, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

1-B Basis of Accounting

The Center prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

1-C Financial Statement Presentation

The Center reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by the donor.

Net assets consist of the following:

Without donor restrictions – net assets that are not restricted by donor-imposed stipulations and, therefore, are available to carry out the Center's operations. Net assets without donor restrictions also include those net assets that are limited as to their use by action of the Board of Directors.

With donor restrictions – net assets resulting from contributions and other inflows of assets whose use by the Center is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Center pursuant to those stipulations. When such stipulations end or are fulfilled, such net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

1-D Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts and disclosures at the date of the financial statements and during the reporting period. Accordingly, actual results could differ from those estimates.

1-E Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

1-F Income Taxes

The Center is a non-profit corporation determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

1-G Revenue Recognition

Contributions received are recorded as with or without donor restrictions, depending on the existence and/or nature of any donor restrictions.

PINE HAVEN BOYS CENTER
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Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends, or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

1-H Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on direct expenses incurred or estimated usage.

1-I Expense Allocation

All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by New Hampshire Department of Education and the Division for Children, Youth and Families, to which these statements and other financial documents and applications are submitted by the Center.

1-J Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to capitalize expenditures for these items in excess of \$1,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Building improvements	10 - 20
Vehicles and equipment	5 - 15
Furniture and fixtures	5 - 7

1-K Advertising Costs

The Center expenses advertising costs as incurred in accordance with the American Institute of Certified Public Accountants Statement of Position 93-7 "Reporting on Advertising Costs." Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2020 and 2019 was \$12,203 and \$1,568, respectively.

1-L Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 *Accounting for Uncertainty in Income Taxes*. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2016. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 – NEW ACCOUNTING PRONOUNCEMENT

2-A Revenue Recognition

During the year ended June 30, 2020 the Center implemented Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* and all subsequent amendments to the ASU which is collectively Accounting Standards Codification 606 (ASC 606) which generally became effective for all private companies for year beginning after December 15, 2018. This guidance provides a

PINE HAVEN BOYS CENTER
NOTES TO THE FINANCIAL STATEMENTS
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single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance. The new revenue recognition does not apply to how contributions are recognized, as they are specifically scoped out of the new guidance. Analysis of this standard resulted in no changes in the way the Center recognized revenue, and as such no cumulative effect adjustment was recorded.

2-B Recognition of Contributions

During the year ended June 30, 2020, the Center implemented Accounting Standards Update (ASU) 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which generally became effective for all private companies for the years beginning after December 15, 2018. This guidance provides a framework for evaluating whether grants and contributions should be accounted for as exchange transactions or as non-exchange transactions. The Center evaluated the applicability of ASU 2018-08 for the year beginning July 1, 2019 and adopted it using the modified retrospective method. Analysis of the provisions of this standard resulted in no significant changes in the way the Center recognized grants and contributions, and as such no cumulative effect adjustment was recorded.

NOTE 3 – CASH AND EQUIVALENTS

Included in the Center's cash and equivalents as of June 30, 2020 and 2019, are the following:

	<u>2020</u>	<u>2019</u>
Cash - without donor restrictions	\$ 2,013,562	\$ 1,422,803
Cash - with donor restrictions	323,402	280,852
	<u>\$ 2,336,964</u>	<u>\$ 1,703,655</u>

NOTE 4 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Center structures its financial assets, consisting of cash and receivables to be available as its general expenditures, liabilities, and obligations come due within one year. The Center receives cash flows mainly from tuition, room and board, and contributions. Financial assets available for general expenditure within one year of the statement of financial position date are comprised of the following at June 30, 2020:

Financial assets at year-end:	
Cash and equivalents	\$ 1,013,562
Accounts receivable	272,918
	<u>1,286,480</u>
Add amounts available for general expenditure:	
Budgeted revenues	<u>2,448,814</u>
Financial assets at year-end and budgeted revenue available to meet cash needs for expenditure within one year	<u>\$ 3,735,294</u>

NOTE 5 – CONCENTRATION OF RISK

The Center maintains a majority of its cash balances in seven financial institutions located in Concord, New Hampshire. The June 30, 2020 and 2019 balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 and \$250,000, respectively. At June 30, 2020 and 2019, the Center's uninsured cash balances total \$93,012 and \$314,415, respectively.

PINE HAVEN BOYS CENTER
NOTES TO THE FINANCIAL STATEMENTS
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NOTE 6 - ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	<u>2020</u>	<u>2019</u>
Accrued payroll and taxes	125,093	\$ 119,102
Accrued vacation	79,975	76,418
Accrued earned time	50,431	51,686
Accrued retirement	<u>1,728</u>	<u>1,728</u>
	<u>\$ 257,227</u>	<u>\$ 248,934</u>

NOTE 7 - CURRENT VULNERABILITY DUE TO CONCENTRATIONS

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Center and its ability to continue its operations in its present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near term.

NOTE 8 - DEFINED CONTRIBUTION RETIREMENT PLAN

The Center has a defined contribution retirement plan (the Plan) qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes a contribution to the Plan each year equal to 5% of the compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2020 and 2019 amounted to \$41,812 and \$41,837, respectively.

NOTE 9 - LEASE COMMITMENTS

Operating Leases - The Center entered into a one-year-lease dated March 1, 2020 for facilities from the Order of St. Jerome Acmilian, Inc. (The Order), commencing July 1, 2020 through June 30, 2021, with an option to renew for eight (8) additional periods through June 30, 2029. The lease provides for minimum annual rent based upon the sum of the following components: a) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and b) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with use of the property owned by the Order. Total rent expense in these financial statements under this lease amounts to \$-0- and \$-0- for the years ended June 30, 2020 and 2019, respectively.

The Center leased a copier machine at \$100 per month for 60 months, terminating January 2022. Lease expense was \$1,194 and \$1,194, respectively, for the years ended June 30, 2020 and 2019.

Future minimum lease payments under the leases as of June 30, 2020 are as follows:

2021	\$ 1,194
2022	1,194
2023	597
2024	-
	<u>\$ 2,985</u>

PINE HAVEN BOYS CENTER
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019

SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT

NOTE 10 – NET ASSETS WITH DONOR RESTRICTIONS

The Center's net assets with donor restrictions are available for the following purposes:

	2020	2019
Special projects	\$ 321,322	\$ 278,772
Winter recreation	2,080	2,080
	<u>\$ 323,402</u>	<u>\$ 280,852</u>

NOTE 11 – BOARD DESIGNATED FUND

In May 2014, the Board approved the establishment of a Board designated fund and transferred \$500,000 for capital improvement purposes and continues to transfer additional funds when available. As of June 30, 2020 and 2019, Board designated funds totaled \$1,000,000 and \$750,000, respectively.

NOTE 12 – SUPPORTING ORGANIZATION – PINE HAVEN BOYS CENTER FOUNDATION

Pine Haven Boys Center Foundation is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center. Pine Haven Boys Center receives annual contributions from the Foundation which are temporarily restricted for special projects and therapeutic programs not covered by other funding sources. During the years ended June 30, 2020 and 2019, the Center received temporarily restricted supporting contributions from the Foundation in the amount of \$46,935 and \$48,884, respectively.

NOTE 13 – FINANCIAL LOSS/CLAIMS RECEIVABLE/PAYROLL TAXES REFUNDABLE

During March 2019, the Center discovered that it had suffered a financial loss due to employee embezzlement. Unrestricted net assets as of July 1, 2017 have been increased by \$151,271 to account for the effects of this incident for the periods prior to those being reported on in the accompanying financial statements. For fiscal years ended June 30, 2020 and 2019, the affected expenses have been adjusted for embezzlement transactions and related insurance claims receivable and payroll taxes refundable have been recorded.

The following summarizes the effects of the incident:

	06/30/20	06/30/19	06/30/18	Prior	Total
Fraud expenses					
Payroll and related taxes	\$ -	\$ 86,880	\$ 101,525	\$ 151,271	\$ 339,676
Professional fees	-	64,708	-	-	64,708
	<u>-</u>	<u>151,588</u>	<u>101,525</u>	<u>151,271</u>	<u>404,384</u>
Less:					
Insurance claims receivable	42,311	(130,712)	(76,568)	(118,896)	(283,865)
Payroll taxes refundable	-	(20,376)	(24,957)	(32,375)	(77,708)
	<u>42,311</u>	<u>(151,088)</u>	<u>(101,525)</u>	<u>(151,271)</u>	<u>(361,573)</u>
Net fraud loss	<u>\$ 42,311</u>	<u>\$ 500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,811</u>

The resolution of this matter was completed in December 2019, all insurance proceeds have been received. The Center's total financial losses as a result of the embezzlement was \$42,811.

NOTE 14 - SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are issued. Recognized subsequent events are events or transactions that provided additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the balance sheet date but arose after that date.

PINE HAVEN BOYS CENTER
NOTES TO THE FINANCIAL STATEMENTS
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SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Management has evaluated subsequent events through November 24, 2020, the date the June 30, 2020 financial statements were available to be issued, and noted the following event occurred that requires recognition or disclosure.

Coronavirus Pandemic – On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a global pandemic. In response to the pandemic, the State of New Hampshire's Governor issued an order declaring a state of emergency on March 13, 2020. It is anticipated that the impact of the pandemic will continue for some time. As a result, economic uncertainties have arisen which could have a financial impact on the Center, though such impact is unknown at this time.

OFFICERS

Peter Viar (Retired Salesman) President

Mr. Kevin McMahon, Ph.D., Vice-President (College Professor)

Rev. Paul Riva, Treasurer and Secretary (Executive Director)



Mr. George Edwards, New England Association of Schools and Colleges

Ms. Maria McKenna (College Professor)

Ms. Sally Kelly (VP Communications, CCA Global)

Ryan Hayes

John Reagan (State Senator)

Carol Frekey-Harkness

Barbara Griffin

Lori Eldridge



NON-VOTING MEMBER

Rev. Paul Riva (Pine Haven Director)

Paul Riva

Education

Master's Degree in Education with concentration in Counseling (1998)

Rivier College, Nashua

Cumulative GPA: 4.0

Bachelor's Degree in Theology (1992-1995)

Pontificio Ateneo S. Anselmo, Rome, Italy

Honors: summa cum laude

Bachelor's Degree in Philosophy (1988-1990)

Pontificio Ateneo S. Anselmo, Rome, Italy

Honors: summa cum laude

Experience

July 2008- present: Pine Haven Executive Director

January 1999- July 2008: Pine Haven Cottage Director

April 1996- December 1998: Pine Haven Assistant Cottage Director

December 1995- April 1996: Child Care Worker at Pine Haven Boys Center

Paul Riva

• • •

June 1995- July 1995: Director of a summer Camp in Como (Italy)

June 1994 - July 1994: Assistant Director of a summer camp in Somasca (Italy)

September 1990 - August 1992: Child Care Worker at Casa S. Girolamo, Somasca (Italy)

June 1990- August 1990: Child Care Worker at Istituto Emiliani, Treviso, Italy

Matthew Willis's Resume

Set up interview

View candidate

Work Experience

Director of Internal Affairs and Career Development

Cheshire County Department of Corrections

September 2009 to December 2020

- Responsible for overseeing the training department.
- Oversaw safety and security.
- Supervised payroll.
- Managed and monitored internal environment and made recommendations to prevent litigation.
- Responsible for overseeing hiring boards.
- Point of contact for Department of Corrections human resources.
- Oversaw the disciplinary system.
- Maintained, updated and enforced policy and procedures.
- Communicated with courts and other agencies to maintain strong relationships.
- Maintained strong support goals to provide tools to offenders and lower recidivism.
- Conducted all internal and external investigations.
- Ensured Compliance regarding local, state and federal laws.
- Provided leadership and mentoring to staff.
- Voting of the New Hampshire Association of Counties certification board.
- Attended Superintendent Affiliate and Commissioner meetings in the Superintendents absence.

Owner/Partner

Crossfire Paintball LLC

October 2007 to July 2009

- Developed and Implemented a business plan.
- Presented submittals to the planning board.
- Coordinated all construction and fit up of building.
- Responsible for accounts payable and receivable.
- Managed daily operations.
- Held largescale events.
- Successfully advertised with media outlets.
- Created and maintained operational budget.
- Interacted with state and local officials during formation and construction of indoor and outdoor facilities.
- Established and maintained working relationships with vendors and the community.

Vice President

Steenbeke and Sons Building Supply Inc

May 1991 to August 2006

- Maintained a productive work environment for 125 employees.
- Managed 11 locations netting \$32,000,000 per year, netting a 4% increase per year.
- Effectively cut overhead while increasing revenues.
- Prepared and analyzed financial reports.
- Solved customer service issues.
- Maintained working budget for all goods and services

Education

Bachelor's degree in Criminal Justice and Business Administration
Southern New Hampshire University
2023

Skills

- Executive leadership
- Budget and finance
- Project management
- Customer service
- Microsoft Office
- Nonprofit operations
- Accounts Payable
- Budgeting
- Training & Development

Awards

Commendation for Critical Event
2011

Commendation for Valor
2013

Metal of Valor
2019

Assessments

Recruiting — Highly Proficient
March 2021

Managing the candidate sourcing and selection process
Full results: Highly Proficient

Management & leadership skills: Planning & execution — Expert
March 2021

Planning and managing resources to accomplish organizational goals
Full results: Expert

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Certified Corrections Officer
Certified Building Materials Specialist
CPR/First aid

Linda Owen

Demonstrated Skills

Finance

- Demonstrates strong capacity for financial analysis and account reconciliation.
- Proactive problem solver with an understanding of the various interdependent factors that affect consequences on the overall operation.
- Proven ability to learn quickly, work productively and produce high-quality results on challenging, time-critical assignments
- Strong communication and team-building skills; with an ability to effectively interact with all levels of staff.
- Researched discrepancies, analyzed effects and oversaw corrective actions.

Management

- Trained, supervised and mentored employees.
- Realized cost savings by streamlining work processes to increase efficiency and productivity.
- Served in a support capacity as needed.

Technology

- Quick books.
- Peachtree
- Word, Excel, Outlook and PowerPoint

Training and Education

- SNHU – Finance, Management and General Business Related courses.
- Fitchburg State College: - Major: English, Minor: Art courses.

Employment

Pine Haven Boys Center currently working Full time. 40 hours as Office manager.
I have been here for two and half years. 10/16/2019 - present

- Human resource and Payroll Administrator
- Financials and General Ledger reconciliation and analysis

Technology Education Concepts, Inc. Office Manager.
(05/2016 – 05/08/2019)

- Accounts Payable, Accounts Receivable
- Financials and General Ledger reconciliation and analysis

Robert Half - (Part Time Temporary Payroll Processing and Bookkeeper)
All in One PR Service (11/2015 – 4/2016)

- Prepare weekly and monthly payroll services for multiple clients.

Vibrac LLC.

Accounting Administrator (9/2014-11/2015)

- Supervision and preparation of monthly financials and General Ledger reconciliation and analysis
- Accounts Payable, Accounts Receivable

Robert Half - (Part Time Temporary Bookkeeper)

Habitat for Humanity (7/2014 – 12/2014)

- Supervision and preparation of monthly financials and General Ledger reconciliation and analysis
- Accounts Payable, Accounts Receivable

Sharon Arts Center, Inc.

Financial Administrator (9/2011 - 11/2012)

- Supervision and preparation of monthly financials and General Ledger reconciliation and analysis

Crowley & Associates, Inc.

Controller & Human Resource Manager. (5/2003 - 2/2011)

- All aspects of internal and external financial reporting.
- Accounts Payable, Accounts Receivable

Four Points Sheraton, Manchester, NH

Accounting Supervisor (9/2001 – 5/2003)

- Supervision and preparation of monthly financials and General Ledger reconciliation and analysis
- Worked directly with Vendors and Customers to assure compliance with terms.
- Accounts Payable, Accounts Receivable

Lighthouse Press, Inc.

Vice President of Finance and Treasurer. (10/1987-4/2001)

- Oversaw budgets, planning & policy development
- Directed financial activities that brought the company out of Chapter (11) and into solvency
- Developed and implemented a new inventory system.
- Implemented Credit Policy and Procedures manual.
- Managed a Department of Accounting Personnel.
- Preparation of monthly financials and General Ledger reconciliation and analysis.

REV. DIXON CHOOLAKKAL RAJAN

EDUCATION

Bachelor of Arts Bangalore University, India.	1997-2000
Bachelor of Philosophy Jeevalaya Institute of Philosophy, Bangalore, India.	1997-2000
Certificate Course in Counseling Treda, De-addiction and Counseling Center, Bangalore, India.	2004-2005
Bachelor of Theology Sacred Heart College, Chennai, India.	2003-2006
Master of Arts in Mental Health Counseling Rivier University, Nashua, NH.	2011-2013

WORK EXPERIENCE

1. Jerome Illam: <i>Home for the Abandoned Children</i> Tamilnadu, India	2001-2006
<ul style="list-style-type: none">• In charge of the Boys• Treasurer	
2. Miani Illam: <i>Home for Tsunami Affected Boys</i> Nagercoil, India	2006-2009
<ul style="list-style-type: none">• Treasurer• In charge of Boys Hostel	
3. Suryodaya Boys Center Bangalore, India	2009-2010
<ul style="list-style-type: none">• Treasurer	

4. Pine Haven Boys Center
Suncook, NH

2011-present

- Assistant Cottage Director
- Licensed Therapist
- TBRI Trainer
- CPI Trainer
- CPR/First Aid Trainer

2013-present

2018-present

SKILLS

Computer Skills: Microsoft Word, Excel, Power Point, Quicken Basics
Strong Organizational and Communication Skills.

Joyce Pollinger, LICSW

Professional Profile:

- MSW Boston University School of Social Work
- DCYF Better Together Facilitator
- Trained in Trauma Focused Cognitive Behavioral Therapy
- Experience with children with fire behaviors.

Professional Experience

- 12/02-Present Pine Haven Boys Center, Allenstown, NH**
Clinical Director
Supervision of staff
Program coordination of clinical work
Provide individual, family, group therapy, intakes,
30 day assessments, and coordinates the Fire Safety Program
Facilitates treatment team meetings and staff meetings.
- 12/05-Present FireSafe Intervention, Inc. Manchester NH Fire Dept.**
Fire Educator
Conduct Screening Interviews for parents/child
Provide child/parent Fire Education
- Spring 10-Present Granite State College**
Education and Training Partnership
Educator
Provide education and skill building in classes on Caring for Traumatized
Children, Children with sexual behaviors problems and Understanding
Fire setting Behavior to Foster Parents, State employees, and direct care
staff of residential treatment centers in NH.
- 9/98-12/02 Brandon Residential Treatment Center, Natick, MA.**
Administrator of Fire Treatment Services
Fire Assessments
Individual & Group Treatment
Coordinated Fire Education Program
Consulted to outside residential programs.
- 9/94-9/98 Brandon Residential Treatment Center, Natick, MA.**
Clinician/Case Manager 1994-1996
Group Therapy Supervisor 1996-1998
Individual, Family and group Therapy
Case Management Duties
- 1/93-1/96 Concord NH Police Department, Concord, NH**
Youth Care Attendant/Car Detail/Support Staff
Supervision of Youth
Switchboard/Crime line support staff
Cruiser Care
- 11/93-1/96 The Friends Program, Inc. Concord, NH**
Family Shelter Staff

1988-1993

Intakes/Discharges/Support Staff

Brandon Residential Treatment Program

Child Care Worker 1988-1989

Residential Program Supervisor 1989-1993

Child care duties included supervision and development of Activities, teaching daily living skills, setting limits, attending treatment team, staff and department meetings.

Program Supervisor provided staff supervision, and coordination of the daily operations of the program for up to 16 children and adolescents ages 7-17.

Pine Haven Boys Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Riva, Paul	Executive Director	\$51,043.20	100%	
Willis, Mathew	Director of Business and Finance	\$60,008.00	100%	
Owen, Linda	Office Manager	\$49,712.00	100%	
Choolakkal, Dixon	Cottage Director	\$52,728.00	100%	
Pollinger, Joyce	Clinical Director	\$81,016.00	100%	

6/4/2021 11:38 AM

Subject: Residential Treatment Services for Children's Behavioral Health



Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Spaulding Academy & Family Services		1.4 Contractor Address 72 Spaulding Road, Northfield, NH 03276	
1.5 Contractor Phone Number (603) 286-8901 x:106	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$50,443,273
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/18/2021		1.12 Name and Title of Contractor Signatory Todd C. Emmons CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/23/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DS
TCE
 Date 6/18/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials TLE
Date 6/18/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed, accredited and certified. Those that are not currently licensed, accredited and certified, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/or their prioritized treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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- and parents feels valued and heard.
- 1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.
- 1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:
 - 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
 - 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.
 - 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
 - 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.
 - 1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DS tce

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Reserved				
Level of Care 2, Intermediate Treatment	Spaulding Acacemy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (IRP)	Spaulding Acacemy & Family Services	Northfield, NH	15	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (MIP)	Spaulding Acacemy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (NBIP)	Spaulding Acacemy & Family Services	Northfield, NH	20	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Level of Care 2, Intermediate Treatment**

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs.

2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

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- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8

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2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

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- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

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- their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
 - 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

- 2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of

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residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

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- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the

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Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

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2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

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- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

- 3.2. Reserved
- 3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Community Residential Program (CRP)

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved
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		Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	No Variation
Family Worker	1:8	No Variation (shared case management)
Family Therapist	Not required	Shared across programs 1:8
Transportation	Not Required	1:4 (transportation/recreation)
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	1:10
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:10
Psychiatrist	Not required	1 Contracted
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	1 Part Time
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Intensive Residential Program (IRP)

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing	Ratio Department ^{OS}
		TCE

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	Requirements	Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 (including case management)
Family Therapist	1:8	Shared across programs
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	2 FT 2PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontracted-Shared
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	1 FT, 1 PT Shared with other programs
Other	* Not required indicates that a specific position/personnel was not required or as a ratio	

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3.5.2. Medical Intensive Program (MIP)

3.5.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	Not Allocated
Direct Care 2nd shift	Milieu 1:3	1:1
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	1:8 shared with other programs
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	Not Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	5 FT 3 PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontracted; shared
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor or APRN	Not Required	1 FTE shared
Dietician	Not Required	1 FTE shared
	* Not required indicates that a specific position/personnel	

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	was not required or as a ratio	
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3.5.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.2.2.1. Severe Medical Needs

3.5.3. Neurobehavioral Intensive Program (NBIP)

3.5.3.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	1:2
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Shared
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Not Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	2 FT 2 PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontract; Shared
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Shared across program

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RBT Sills Advisor	* Not required indicates that a specific position/personnel was not required or as a ratio	1 FT
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3.5.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.3.2.1. Neurobehavioral needs;

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

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Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations

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Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

- 6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

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Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child.
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of

**New Hampshire Department of Health and Human Services
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individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.

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- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after).
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

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- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what

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**New Hampshire Department of Health and Human Services
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individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services.

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

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- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidelines.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.

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8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
4. For the purpose of this agreement, the start-up funds in the amount of \$447,700.00 shall be provided to the Contractor, for the expenses incurred to launch services based on the start-up budget specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 5.1.1.

Program - Community Residential Services	
Residential for eligible youth per day	\$789.08
Program - Intensive Residential Services	
Residential for IEP eligible youth per day	\$911.00
Residential Non-IEP eligible youth per day	\$911.00
Program - Medically Intense Residential Services	

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Residential for IEP eligible youth per day	\$1,113.27
Residential Non-IEP eligible youth per day	\$1,113.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day	\$884.72
Residential Non-IEP eligible youth per day	\$884.72

- 5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.
- 5.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 5.2.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 5.2.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:
 - 5.3.1. Sub-total: \$49,995,573
 - 5.3.2. SFY 22: \$16,665,191

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- 5.3.3. SFY 23: \$16,665,191
- 5.3.4. SFY 24: \$16,665,191
- 5.4. The Department may review rates every two years as it coincides with the State's biennium budget and may consider rate adjustments.
- 6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
- 7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs

Basic information	
Agency Name	Spaulding Academy & Family Services

Level 3 - Medically Intensive Program

Start-up costs		
Line item	Amount requested	Notes (if needed)
Personnel costs	\$ 286,000.00	
Supervisors/managers	220,000.00	Full time medical director and health services director
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs	66,000.00	Applicable benefits for directors above
Program facilities	\$ 2,000.00	
Lease		
Maintenance and utilities		
Other facility costs	2,000.00	Renovate shower entrance
Program materials and supplies	\$ 8,000.00	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies	8,000.00	Misc pharmacy supplies and medical oxygen cylinders
Staff transportation	\$	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 10,000.00	
Program license or other fees		
Program training (initial)	10,000.00	Staff development and training
Other EBP or program model costs		
Systems costs related to program	\$ 100,000.00	
Technology for data collection, reporting	100,000.00	Electronic Health Records System
Other systems		
Consulting and sub-contracting	\$ 5,000.00	
Consulting	5,000.00	Lab Services
Sub-contracting		
Equipment	\$ 36,700.00	
Vehicles		
Furniture	5,000.00	
Technology Equipment	5,000.00	
Other Equipment	26,700.00	Medcarts, Hoyer Lift and Medical Equipment
Telecommunication	\$	
Phones/Walkie Talkies		
Internet Service		
Other Telecommunication		
Client Provisions	\$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$	
Total start-up costs	\$ 447,700.00	



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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

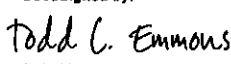
Place of Performance (street address, city, county, state, zip code) (list each location)


Check if there are workplaces on file that are not identified here.

Vendor Name:

6/18/2021

Date

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

Vendor Initials 
 Date 6/18/2021



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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/18/2021

Date

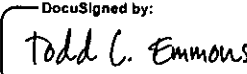

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 6/18/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/18/2021

Date

DocuSigned by:
Todd C. Emmons
Name: Todd C. Emmons
Title: CEO

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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/18/2021

Date

DocuSigned by:
Todd C. Emmons
Name: Todd C. Emmons
Title: CEO

Exhibit G

Contractor Initials TCE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Todd C. Emmons

Name: Todd C. Emmons

Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 6/18/2021



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed.
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from; or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials TCE

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

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6/18/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Spaulding Academy & Family Services

The State

Name of the Contractor

Katja Fox

Todd C. Emmons

Signature of Authorized Representative

Signature of Authorized Representative

katja Fox

Todd C. Emmons

Name of Authorized Representative
Director

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

6/23/2021

6/18/2021

Date

Date

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Contractor Initials

6/18/2021
Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

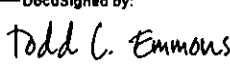
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/18/2021

Date

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

Contractor Initials 
 Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073970667
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: <u>Todd C. Emmons</u>	Amount: _____
Name: <u>Amanda G. Champagne</u>	Amount: _____
Name: <u>Chandra Miller</u>	Amount: _____
Name: <u>Colleen Sliva</u>	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits, and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. **Data Security Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

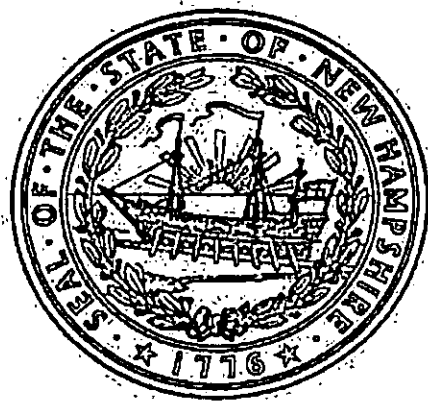
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING ACADEMY & FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 03, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65524

Certificate Number: 0005376087



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael Ventura, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Spaulding Academy & Family Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 22, 2017, at which a quorum of the Directors/shareholders were present and voting.
(Date)

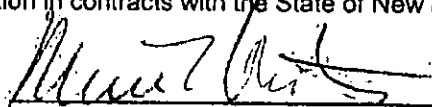
VOTED: That Todd C. Emmons (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Spaulding Academy & Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/3/21



Signature of Elected Officer

Name:

Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Wendy Radwan PHONE (A/C No. Est): 978-322-7167 FAX (A/C No.): 978-454-1865 E-MAIL ADDRESS: wradwan@fredcchurch.com
INSURER(S) AFFORDING COVERAGE	
INSURED Spaulding Academy & Family Services 72 Spaulding Road Northfield NH 03276	INSURER A : Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 989587127 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK2152464	7/1/2020	7/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 3,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COM/POP AGG	\$ 3,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td>OTHER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Donna Harder PHONE (AC, No, Ext): 800-225-1865 FAX (AC, No): 978-454-1865 E-MAIL ADDRESS: dharder@fredcchurch.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: New Hampshire Employers Insurance Company NAIC # 13083	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

INSURED SPAUYOU-01
 Spaulding Academy & Family Services
 72 Spaulding Road
 Northfield NH 03276

COVERAGES **CERTIFICATE NUMBER: 1695838093** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4000938	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



OUR VISION

Spaulding Youth Center exists to foster life success for young people. As a recognized leader, we will provide superior educational and community-based services, and treatment; as well as professional development opportunities for our employees and other specialists in the field.

OUR MISSION

Spaulding Youth Center supports exceptional children and families toward a successful future

VALUES AND PRINCIPLES

- We value the core principles of respect, responsibility and safety for our children, their families, and staff.
- We have a passion for our work with youth and their families.
- We offer our programs and services in quality, unique facilities designed to encourage excellence at every level.
- We are committed to celebrating the uniqueness of each child.
- We believe that each child deserves a childhood which includes opportunities to learn, grow and play.
- We work in a spirit of cooperation and collaboration.
- We are committed to professional development and growth of all staff.
- We embrace inclusivity and diversity.
- We encourage a culture that promotes an appreciation of our natural resources and environment.
- We embrace the importance of family and youth voice so that they are integral partners in helping youth achieve their full potential.
- We believe that all youth belong in their home communities.

SPAULDING YOUTH CENTER

FINANCIAL REPORT

JUNE 30, 2020

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Spaulding Youth Center
Northfield, New Hampshire 03276

We have audited the accompanying financial statements of Spaulding Youth Center, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

We draw attention to Note 7 to the financial statements, which describes the uncertainty related to the COVID-19 pandemic and impact on the Organization's business. Our opinion is not modified with respect to this matter.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Spaulding Youth Center as of June 30, 2020, and the results of its operations and changes in net assets, functional expenses and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Spaulding Youth Center's June 30, 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 30, 2019. In our opinion, the summarized information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wechsler & Company
Concord, New Hampshire
September 28, 2020

SPAULDING YOUTH CENTER
STATEMENTS OF FINANCIAL POSITION
June 30, 2020 and 2019

	ASSETS	
	2020	2019
CURRENT ASSETS		
Cash	\$ 3,974,104	\$ 694,170
Accounts receivable, net of allowance for doubtful accounts of \$20,000 for 2020 and 2019	2,322,501	2,652,869
Grants receivable	67,807	40,679
Contributions receivable	20,000	20,000
Prepaid expenses	92,255	97,012
Food inventory	11,749	12,700
<i>Total current assets</i>	6,488,416	3,517,430
PROPERTY AND EQUIPMENT		
Land	531,703	531,703
Buildings and improvements	11,095,157	11,021,692
Vehicles	626,658	625,240
Furniture, fixtures and equipment	3,292,782	3,151,448
Construction in progress	338,521	220,557
	15,884,821	15,550,640
Less accumulated depreciation	8,458,921	7,882,255
	7,425,900	7,668,385
INVESTMENTS AND OTHER ASSETS		
Contributions receivable, long-term and receivable restricted to investment in long-term assets, net	-	38,852
Investments	10,506,987	10,179,550
Beneficial interests in trusts	2,266,416	2,317,542
<i>Total assets</i>	\$ 26,687,719	\$ 23,721,759
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ 91,735	\$ 225,780
Current maturities of Paycheck Protection Program loan	1,126,854	-
Accounts payable	384,687	161,942
Accrued expenses	819,625	565,267
Charitable gift annuities	-	5,009
<i>Total current liabilities</i>	2,422,901	957,998
Long-term debt, less current maturities	2,047,062	2,138,792
Paycheck Protection Program loan, less current maturities	1,406,284	-
<i>Total liabilities</i>	5,876,247	3,096,790
NET ASSETS		
Without donor restrictions (Note 9)	16,591,877	16,201,691
With donor restrictions (Note 10)	4,219,595	4,423,278
<i>Total net assets</i>	20,811,472	20,624,969
<i>Total liabilities and net assets</i>	\$ 26,687,719	\$ 23,721,759

SPAULDING YOUTH CENTER

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2020 and Comparative Totals for Year Ended 2019

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Revenue and support:				
Tuition income	\$ 13,256,300	\$ -	\$ 13,256,300	\$ 12,698,420
Other student services	2,117,273	-	2,117,273	2,037,249
Community based programs	1,125,351	-	1,125,351	992,141
Other income	97,485	-	97,485	131,578
Contributions	167,041	74,238	241,279	348,912
Grant revenue	-	85,474	85,474	98,561
Long Term Care Stabilization Program	-	445,393	445,393	-
Endowment spending draw	290,000	51,715	341,715	327,817
Investment income from trusts	91,166	-	91,166	109,607
<i>Total revenue and support</i>	<u>17,144,616</u>	<u>656,820</u>	<u>17,801,436</u>	<u>16,744,285</u>
Net assets released from restrictions:				
For satisfaction of restrictions from endowment income	59,431	(59,431)	-	-
For satisfaction of program restrictions	830,369	(830,369)	-	-
<i>Total revenue, support and net assets released from restrictions</i>	<u>889,800</u>	<u>(889,800)</u>	<u>-</u>	<u>-</u>
	<u>18,034,416</u>	<u>(232,980)</u>	<u>17,801,436</u>	<u>16,744,285</u>
Expenses:				
Program services:				
Residential program	6,737,694	-	6,737,694	6,210,529
Academic program	5,751,833	-	5,751,833	5,538,789
Program support	2,136,095	-	2,136,095	1,948,392
Community based programs	1,061,225	-	1,061,225	937,726
<i>Total program expenses</i>	<u>15,686,847</u>	<u>-</u>	<u>15,686,847</u>	<u>14,635,436</u>
General and administrative	2,069,562	-	2,069,562	1,938,979
Fundraising	145,867	-	145,867	163,840
<i>Total expenses</i>	<u>17,902,276</u>	<u>-</u>	<u>17,902,276</u>	<u>16,738,255</u>
<i>Increase (decrease) in net asset from operating activities</i>	<u>132,140</u>	<u>(232,980)</u>	<u>(100,840)</u>	<u>6,030</u>
Nonoperating activities:				
Gain (loss) on disposal of assets and impairment of land development costs	1,019	-	1,019	(138,623)
Net realized and unrealized gains, net of spending draw and investment fees	84,061	40,672	124,733	323,092
Interest and dividends	171,009	39,751	210,760	220,345
Change in split-interest value	1,957	-	1,957	(3,743)
Change in value of beneficial interests in trusts	-	(51,126)	(51,126)	83,179
	<u>258,046</u>	<u>29,297</u>	<u>287,343</u>	<u>484,250</u>
<i>Increase (decrease) in net assets</i>	<u>390,186</u>	<u>(203,683)</u>	<u>186,503</u>	<u>490,280</u>
Net assets, beginning of year	16,201,691	4,423,278	20,624,969	20,134,689
<i>Net assets, end of year</i>	<u>\$ 16,591,877</u>	<u>\$ 4,219,595</u>	<u>\$ 20,811,472</u>	<u>\$ 20,624,969</u>

SPAULDING YOUTH CENTER

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2020 and Comparative Totals for Year Ended June 30, 2019

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Pundraising	Total Supporting Activities	2020	2019
Personnel expenses:										
Salaries and wages	\$ 4,079,016	\$ 3,476,200	\$ 1,543,887	\$ 537,263	\$ 9,636,366	\$ 1,023,429	\$ 81,666	\$ 1,105,095	\$ 10,741,461	\$ 9,483,286
Overtime wages	382,457	83,623	10,727	10,406	487,213	5,918	-	5,918	493,131	577,116
Employee benefits	846,580	744,585	250,104	87,224	1,928,493	265,657	13,920	279,577	2,208,070	2,099,532
Payroll taxes	296,924	208,581	108,795	38,548	662,848	72,400	5,604	78,004	730,852	728,812
Workers' compensation insurance	154,340	133,502	57,855	21,283	366,980	11,818	101	11,919	378,899	348,027
Other personnel expense	16,074	13,338	420	385	30,217	60,502	-	60,502	90,719	97,554
Employee recruitment	-	-	-	-	-	55,127	-	55,127	55,127	50,026
<i>Total personnel expenses</i>	<i>5,775,391</i>	<i>4,659,829</i>	<i>1,971,788</i>	<i>695,109</i>	<i>13,102,117</i>	<i>1,494,851</i>	<i>101,291</i>	<i>1,596,142</i>	<i>14,698,259</i>	<i>13,384,353</i>
Program expenses:										
Foster program	-	-	-	288,423	288,423	-	-	-	288,423	286,981
Consulting	-	3,941	21,685	-	25,626	-	-	-	25,626	35,040
Therapy and recreational supplies	2,115	8,950	798	124	11,987	-	-	-	11,987	19,348
Building and household supplies	56,496	27,742	1,339	508	86,085	1,523	-	1,523	87,608	78,474
Educational supplies	10,038	48,156	459	-	58,653	-	-	-	58,653	93,038
Food expense	134,858	61,757	-	-	196,615	-	-	-	196,615	223,229
Medical supplies	-	-	8,530	-	8,530	-	-	-	8,530	15,565
Clothing	11,231	-	-	1,207	12,438	-	-	-	12,438	9,464
Student transportation	7,619	11	460	7,068	15,158	-	-	-	15,158	22,016
Student program funds	37,065	-	-	929	37,994	-	-	-	37,994	39,026
Student activities	5,338	8,912	-	-	14,250	-	-	-	14,250	24,483
<i>Total program expenses</i>	<i>264,760</i>	<i>159,469</i>	<i>33,271</i>	<i>298,259</i>	<i>755,759</i>	<i>1,523</i>	<i>-</i>	<i>1,523</i>	<i>757,282</i>	<i>846,664</i>
Operating expenses:										
Accounting and auditing fees	-	-	-	-	-	49,821	-	49,821	49,821	48,575
Legal fees and other professional services	2,055	57,333	6,152	(2,076)	63,464	112,572	25,597	138,169	201,633	216,431
Staff development	9,082	52,701	4,314	5,443	71,540	8,984	110	9,094	80,634	106,050
Staff travel and expenses	4,624	2,320	3,281	2,915	13,140	3,474	2,659	6,133	19,273	21,906
Office and computer supplies	4,066	7,781	2,910	2,116	16,873	15,965	45	16,010	32,883	32,414
Printing	-	-	-	-	-	-	3,103	3,103	3,103	5,483
Equipment maintenance and repairs	38,525	44,646	8,543	6,854	98,568	23,603	7,874	31,477	130,045	121,489
Telecommunications	12,032	16,647	6,075	8,749	43,503	8,756	-	8,756	52,259	32,667
Postage and shipping	-	-	-	-	-	7,380	-	7,380	7,380	5,181
Vehicle expenses	16,139	17,159	2,540	965	36,803	2,890	-	2,890	39,693	35,780
Property and liability insurance	51,139	54,886	8,263	3,325	117,613	73,188	-	73,188	190,801	169,872
Memberships	2,071	1,459	393	4	3,927	2,672	15	2,687	6,614	4,577
Interest expense	408	89,364	64	25	89,861	235	-	235	90,096	101,254
Admissions	-	-	-	3,403	3,403	-	-	-	3,403	-
Equipment and furnishings	24,255	22,503	4,970	4,419	56,147	9,645	600	10,245	66,392	136,230
Board and committee responsibilities	-	-	-	-	-	867	-	867	867	983
Bank fees	-	-	-	-	-	3,211	527	3,738	3,738	4,339
<i>Total operating expenses</i>	<i>164,396</i>	<i>366,799</i>	<i>47,505</i>	<i>36,142</i>	<i>614,842</i>	<i>323,263</i>	<i>40,530</i>	<i>363,793</i>	<i>978,635</i>	<i>1,043,231</i>

See Notes to Financial Statements.

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SPAULDING YOUTH CENTER

STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2020 and Comparative Totals for Year Ended June 30, 2019

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	2020	2019
Occupancy expenses:									
Heating costs	35,700	37,957	5,619	2,134	81,410	6,120	272	87,802	106,325
Other utilities	44,052	45,726	6,546	2,484	98,808	7,129	317	106,254	110,364
Maintenance and repairs	62,496	66,446	9,837	3,735	142,514	10,713	476	153,703	183,143
Property taxes	30,105	32,008	4,739	1,799	68,651	5,161	230	74,041	69,946
Other occupancy costs	121,806	129,505	19,173	7,280	277,764	20,880	929	299,573	250,759
<i>Total occupancy expenses</i>	<u>294,159</u>	<u>311,642</u>	<u>45,914</u>	<u>17,432</u>	<u>669,147</u>	<u>50,003</u>	<u>2,224</u>	<u>721,373</u>	<u>720,537</u>
Other expenses:									
Depreciation	238,988	254,094	37,617	14,283	544,982	40,968	1,822	587,773	591,714
Marketing expenses	-	-	-	-	-	158,954	-	158,954	150,541
Bad debt expense	-	-	-	-	-	-	-	-	1,215
<i>Total other expenses</i>	<u>238,988</u>	<u>254,094</u>	<u>37,617</u>	<u>14,283</u>	<u>544,982</u>	<u>199,922</u>	<u>1,822</u>	<u>746,727</u>	<u>743,470</u>
<i>Totals</i>	<u>\$ 6,737,694</u>	<u>\$ 5,751,833</u>	<u>\$ 2,136,095</u>	<u>\$ 1,061,225</u>	<u>\$ 15,686,847</u>	<u>\$ 2,069,562</u>	<u>\$ 145,867</u>	<u>\$ 17,902,276</u>	<u>\$ 16,738,255</u>

SPAULDING YOUTH CENTER
STATEMENTS OF CASH FLOWS
Years Ended June 30, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 186,503	\$ 490,280
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	587,773	591,714
(Gain) loss on disposal of assets and impairment of land development costs	(1,019)	138,623
Net realized and unrealized gain on investments	(466,448)	(650,909)
Bad debt expense	-	1,215
(Increase) decrease in beneficial interests in trusts	51,126	(83,179)
(Increase) decrease in accounts receivable	330,368	(419,522)
Increase in grants receivable	(27,128)	(14,175)
(Increase) decrease in contributions receivable	38,852	(38,755)
Decrease in prepaid expenses and food inventory	5,708	7,643
Increase in accounts payable	222,743	4,172
Decrease in charitable gift annuities	(5,009)	-
Increase in accrued expenses	254,359	63,421
	<u>1,177,828</u>	<u>90,528</u>
<i>Net cash provided by operating activities</i>	<u>1,177,828</u>	<u>90,528</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(359,809)	(590,107)
Proceeds from sale of property and equipment	15,540	100
Proceeds from sale of investments	344,770	581,560
Purchase of investments	(205,759)	(216,819)
	<u>(205,258)</u>	<u>(225,266)</u>
<i>Net cash used in investing activities</i>	<u>(205,258)</u>	<u>(225,266)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from the Payroll Protection Program loan	2,533,138	-
Principal payments on long-term debt	(225,774)	(409,565)
	<u>2,307,364</u>	<u>(409,565)</u>
<i>Net cash provided by (used in) financing activities</i>	<u>2,307,364</u>	<u>(409,565)</u>
<i>Net increase (decrease) in cash</i>	<u>3,279,934</u>	<u>(544,303)</u>
Cash, beginning of year	<u>694,170</u>	<u>1,238,473</u>
<i>Cash, end of year</i>	<u>\$ 3,974,104</u>	<u>\$ 694,170</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	\$ 90,096	\$ 101,254

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

Spaulding Youth Center ("the Organization") is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The Organization was established to provide high-quality therapeutic, educational, residential and foster care services for children with emotional and behavioral challenges and children with autism or other neurological impairments. The Organization also provides training to families and professional staff focusing on children's behavioral, emotional and educational challenges. The Organization was created as a result of the merger of the NH Orphans' Home, the Daniel Webster Home, and the Golden Rule Farm on November 6, 1958.

Note 2. Significant Accounting Policies

Basis of accounting: The financial statements of the Organization are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions, such as fair value of contributions receivable, useful lives of property and equipment and allowance for doubtful accounts in preparing the financial statements. Those estimates and assumptions affect the recorded amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the recorded revenues and expenses. Accordingly, actual results may differ from those estimates.

Net assets: The Organization reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion. For example, the Board has designated a portion of net assets without donor restrictions as a quasi-endowment (an amount to be treated by management as if it were part of the donor restricted endowment) for the purpose of securing the Organization's long-term financial viability.

Net assets with donor restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions and also includes the accumulated appreciation and depreciation related to donor-restricted endowment funds.

The Organization reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Some net assets with donor restrictions include a situation that assets provided be maintained permanently (perpetual in nature) while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

Cash and cash equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2020.

Accounts receivable: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Fair value option: GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Organization has elected the fair value option for contributions receivable.

Contributions receivable: Unconditional contributions receivable are reported at net realizable value if at the time the promise is made payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value initially and in subsequent periods because the Organization elected the fair value option in accordance with generally accepted accounting principles. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

Contributions: The Organization recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions.

Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the year ended June 30, 2020.

Beneficial interests in trusts: Beneficial interests in trusts are carried at the fair value of the expected future distributions from irrevocable perpetual trusts controlled by trustees not related to the Organization.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Donated services: Volunteers have donated their time to the Organization and its programs; however, these donated services are not reflected in the financial statements since these services do not meet the criteria for recognition as contributed services.

Inventories: Inventories consist of food inventory and are valued at the lower of cost on the first-in, first-out basis, or net realizable value.

Property and equipment: Property and equipment are recorded at cost if purchased or at fair value on the date of gift if donated. Donated assets are reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Property and equipment are being depreciated using the straight-line method over estimated useful lives as follows:

	Years
Buildings and improvements	5-50
Vehicles	3-5
Furniture, fixtures and equipment	3-15

The Organization's policy is to capitalize asset acquisitions in excess of \$5,000. Lesser amounts are generally expensed.

Income taxes: The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization has adopted the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2017.

Functional allocation of expenses: The financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Those expenses include depreciation, occupancy, the president's office, food services and the information technology department. Depreciation and occupancy are allocated based on square footage. The president's office, food services and the information technology department are allocated based on estimates of time and effort.

Operating measure: The Organization has presented the statement of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the Organization's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those program and services and are comprised of investment return, the changes in fair value of the beneficial interest in trusts, the change in split-interest value and gains and losses on sales and dispositions of assets.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Comparative financial information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising and recruitment expense amounted to \$55,127 for the year ended June 30, 2020.

Change in accounting principle: In January 2016, the FASB issued ASU 2016-01, *Financial Instruments-Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. This standard is intended to improve recognition, measurement, presentation and disclosure of financial instruments. The Organization adopted ASU 2016-01 on July 1, 2019. The adoption of ASU 2016-01 did not have a significant impact on the Organization's financial statements.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This standard provides guidance for evaluating whether transactions should be accounted for as contributions or exchange transactions and clarifies the criteria for evaluating whether contributions are unconditional or conditional. The Organization adopted ASU 2018-08 on July 1, 2019. The adoption of ASU 2018-08 did not have a significant impact on the Organization's financial statements.

Recent accounting pronouncements: In May 2014, the FASB issued, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. In June 2020, the FASB deferred the effective date of this standard for one year for certain entities that have not yet issued their financial statements. This standard will be effective for the Organization for the year ended June 30, 2021. Management is currently evaluating the impact this will have on its financial statements.

In February 2016, the FASB issued, *Leases, Topic 842* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. In June 2020, the FASB deferred the effective date for this standard for one year for certain entities that have not yet issued their financial statements. This standard will be effective for the Organization for the year ended June 30, 2023, with early adoption permitted. Management is currently evaluating the impact this will have on its financial statements.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Note 3. Concentrations

The Organization receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Organization receives support from similar governmental agencies in other states.

The Organization maintains cash accounts in multiple financial institutions. The Organization's cash accounts are insured up to \$250,000 per depositor at each financial institution. At June 30, 2020, the Organization's uninsured cash balances totaled approximately \$936,600.

This excludes a portion of the Organization's cash balances invested in a repurchase agreement which is not insured by the FDIC. The repurchase agreement is an obligation of the bank and the underlying federal security serves as collateral. Shares of pooled U.S. Government-backed securities pledged as collateral totaled approximately \$2,752,000 at June 30, 2020.

Note 4. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values, based upon quoted market prices or estimated fair value provided by external managers, in the statements of financial position.

Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities and changes in net assets.

The following summarizes investment return for the year ended June 30, 2020:

	Without Donor Restrictions	With Donor Restrictions	Total
Interest and dividends	\$ 171,009	\$ 39,751	\$ 210,760
Realized and unrealized gains	431,289	105,732	537,021
Investment fees	(57,228)	(13,345)	(70,573)
	<u>\$ 545,070</u>	<u>\$ 132,138</u>	<u>\$ 677,208</u>

As of June 30, 2020, the Organization had signed contracts with a donor which created the charitable gift annuity that is being administered by the Organization. The donor retains the power to revoke the annuity payments. The Organization's obligation under this agreement terminates upon the death of the last beneficiary unless sooner terminated by the donor.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Note 5. Beneficial Interests in Trusts

The Organization is the beneficiary of several irrevocable perpetual trusts managed by local, independent financial institutions. The Organization receives distributions from seven trusts based on the income earned and annual distributions made by the trust. The Organization received \$91,166 from these trusts during the year ended June 30, 2020. This amount is recorded as investment income without donor restrictions.

The Organization's portion of the fair value of these trusts, which approximates the present value of future benefits expected to be received, amounted to \$2,266,416 at June 30, 2020. In accordance with FASB ASC 958-605, *Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others*, the Organization has recorded the change in value of these investments on the statement of activities and changes in net assets. The decrease in value of beneficial interests in trusts during the year ended June 30, 2020 amounted to \$51,126.

Note 6. Line-of-Credit, Long-Term Debt, and Pledged Assets

The Organization had a \$1,000,000 revolving line-of-credit agreement with interest at the *Wall Street Journal* prime rate plus 1% (4.25% at June 30, 2020), with a floor rate of 5.75%, secured by all accounts receivable, demand deposits, cash collateral, contracts and contract rights, the second mortgage on the property located at 130 Shedd Road, and other amounts that might become owed to the Organization during its normal course of operations. This line-of-credit required the Organization to maintain a minimum debt service covered ratio of 1.20. This line-of-credit matured on February 3, 2020. Subsequent to year end, the Organization renewed the line-of-credit agreement through September 3, 2021.

Long-term debt at June 30, 2020 consists of the following:

Note payable, bank, secured by first mortgage on 130 Shedd Rd., interest at 4%, requiring monthly principal and interest payments of \$14,732, due February 2037	\$ 2,138,797
Portion payable within one year	91,735
<i>Total long-term debt</i>	<u>\$ 2,047,062</u>

The following is a summary of the principal payments due on long-term debt:

<u>Year Ending June 30,</u>	
2021	\$ 91,735
2022	95,526
2023	99,473
2024	103,382
2025	107,854
Thereafter	1,640,827
<i>Total</i>	<u>\$ 2,138,797</u>

The carrying amount reported in the statement of financial position approximates fair value because the Organization can obtain similar loans at the same terms.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Note 7. COVID - 19 and Paycheck Protection Program Loan

In December 2019, a novel strain of coronavirus ("COVID-19") was reported in China. The World Health Organization has declared COVID-19 to constitute a "Public Health Emergency of International Concern." This outbreak will affect virtually every industry and has created volatility in the stock markets throughout the world. Many federal and state governments have implemented numerous restrictions, mandated various closures and quarantine requirements in connection with the COVID-19 outbreak. The extent of the impact of the COVID-19 on the Organization's operational and financial performance will depend on future developments, including the duration and spread of the outbreak and the impact on the Organization's clients, donors, employees and vendors, all of which are uncertain and cannot be predicted.

In April 2020, the Organization received \$2,533,138 in funds from the federal Paycheck Protection Program (PPP). The PPP is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll. SBA will forgive loans if certain conditions are met and the money is used for payroll, rent, mortgage interest, or utilities. Any amounts not forgiven at the end of the program period convert into a loan with 1% interest, payable over 2 years.

In the absence of loan forgiveness, maturities required at June 30, 2020 are as follows:

Year Ending June 30,

2021	\$ 1,126,854
2022	1,406,284
<i>Total</i>	<u>\$ 2,533,138</u>

During the year ended June 30, 2020, the Organization also received \$445,393 from the State of New Hampshire under the Long Term Care Stabilization Program. The Long Term Care Stabilization Program was established to help stabilize front line work that was not able to be conducted remotely, of certain Medicaid providers that support aging seniors, people with developmental disabilities, individuals with mental health and substance abuse disorders, children at risk, and developmental disability service providers that provide residential or community/home based care.

In addition, payroll taxes in that statement of functional expense have been reduced by \$82,834 for tax credits received under the Families First Coronavirus Response Act.

Note 8. Endowment Funds

The Organization's endowment consists of seven individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Interpretation of Relevant Law: The Organization is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Directors of the Organization has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the Organization and the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the investment policies of the Organization.

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. The Organization did not have any funds with deficiencies for the year ended June 30, 2020.

Investment Return Objectives, Risk Parameters and Strategies: The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of approximately 5% while growing the funds if possible. Therefore, the Organization expects its endowment assets, over the long term, to produce an average rate of return of 3% over the generally followed Consumer Price Index while prioritizing preservation of the capital in real terms and displaying strong risk management. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Spending Policy: The Organization has adopted a written spending policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Organization expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Organization's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2020 is as follows:

	Without donor restrictions	With donor restrictions	Total
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ -	\$ 674,620	\$ 674,620
Accumulated investment gains	-	661,917	661,917
Board-designated endowment funds	7,029,726	-	7,029,726
	<u>\$ 7,029,726</u>	<u>\$ 1,336,537</u>	<u>\$ 8,366,263</u>

Changes in endowment net assets as of June 30, 2020 are as follows:

	Without donor restrictions	With donor restrictions	Total
Endowment net assets, beginning of year	\$ 6,872,905	\$ 1,301,011	\$ 8,173,916
Investment income, net	446,821	87,241	534,062
Appropriation of endowment assets for expenditure	(290,000)	(51,715)	(341,715)
Endowment net assets, end of year	<u>\$ 7,029,726</u>	<u>\$ 1,336,537</u>	<u>\$ 8,366,263</u>

Note 9. Net Assets without Donor Restrictions

The Organization's net assets without donor restrictions is comprised of the following:

June 30,	2020
Undesignated	\$ 7,968,311
Board-designated endowment funds	7,029,726
Board-designated for priority needs	1,593,840
<i>Total net assets without donor restrictions</i>	<u>\$ 16,591,877</u>

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Note 10. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2020
Subject to expenditure for specified purpose or period:	
Art supplies	\$ 16,165
Technology	38,543
Lakes Region Riding Academy	19,390
Professional development	6,424
Miscellaneous	25,992
Contributions and grant receivable	87,807
Capital campaign funds	422,321
<i>Total subject to expenditure for specified purpose or period</i>	<u>616,642</u>
Endowments subject to the Organization's spending policy and appropriation:	
Investments in perpetuity (original amount of \$674,620), which once appropriated, is expendable to support the Organization's programs	<u>1,336,537</u>
Beneficial interest in assets held by others:	
Beneficial interests in trusts	<u>2,266,416</u>
<i>Total net assets with donor restrictions</i>	<u><u>\$ 4,219,595</u></u>

Note 11. Tuition Income

Tuition income reported on the statement of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue	\$ 8,195,220
Residential revenue	5,061,080
<i>Total</i>	<u><u>\$ 13,256,300</u></u>

Note 12. Retirement Plan

The Organization maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plan covers all employees of the Organization who have completed two years of service and who are at least twenty-one years of age. Each year, the Organization contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the statement of functional expenses is the retirement expense amounting to \$349,948 for the year ended June 30, 2020.

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

Note 13. Liquidity and Availability of Resources

The Organization's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

June 30,	2020
Cash	\$ 3,974,104
Accounts receivable	2,322,501
Grant receivable	67,807
Contributions receivable, net	20,000
Beneficial interests in trusts	2,266,416
Investments	10,506,987
<i>Total financial assets</i>	<u>19,157,815</u>
Less amounts unavailable for general expenditures within one year due to:	
Restricted by donors with time or purpose restrictions	(278,835)
Subject to appropriation and satisfaction of donor restrictions	(1,284,537)
Beneficial interests in trusts	<u>(2,266,416)</u>
	(3,829,788)
Amounts unavailable to management without Board's approval	
Board-designated net assets	<u>(8,333,566)</u>
<i>Total financial assets available to management for general expenditure within one year</i>	<u><u>\$ 6,994,461</u></u>

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs the Organization has committed a line of credit of \$1,000,000, which it could draw upon. Additionally, the Organization has board-designated net assets without donor restrictions that, while the Organization does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

Note 14. Related Party Transactions

The Organization receives financing from a bank which employs one of the Organization's board members. Another board member is also a board of director of that bank. In addition, another board member is president of the company that manages the Organization's retirement plan.

Note 15. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2020:

	Level 1	Level 2	Level 3
Cash and money market funds	\$ 545,131	\$ -	-
Repurchase agreements	-	2,718,703	-
Equities:			
Consumer discretionary	968,917	-	-
Consumer staples	308,173	-	-
Energy	86,107	-	-
Financials	651,966	-	-
Health care	819,035	-	-
Industrials	327,795	-	-
Information technology	1,796,481	-	-
Materials	233,104	-	-
Telecommunications	547,342	-	-
Real Estate	151,936	-	-
Utilities	123,687	-	-
Other equities	370,878	-	-
Fixed Income:			
Government and government agencies	-	1,284,398	-
Mortgage-backed securities	-	533,131	-
Corporate bonds	-	1,564,331	-
Taxable funds	194,575	-	-
Contributions receivable	-	-	20,000
Beneficial interests in trusts	-	-	2,266,416
<i>Total</i>	<u>\$ 7,125,127</u>	<u>\$ 6,100,563</u>	<u>\$ 2,286,416</u>

SPAULDING YOUTH CENTER

NOTES TO FINANCIAL STATEMENTS

The following table presents the change in Level 3 instruments for the year ended June 30, 2020:

	Contributions receivable	Beneficial interests in trusts
Balance, beginning of year	\$ 58,852	\$ 2,317,542
Contribution payments	(40,000)	-
Changes to discount and allowance	1,148	-
Total realized and unrealized losses, included in changes in net assets	-	(51,126)
Balance, end of year	<u>\$ 20,000</u>	<u>\$ 2,266,416</u>
Amount of unrealized losses relating to assets still held at the reporting date, included in changes in net assets	<u>\$ -</u>	<u>\$ (51,126)</u>

The fair value of the beneficial interests in trusts is determined by calculating the present value of future distributions expected to be received, which approximates the market value of the trusts' assets at June 30, 2020.

Note 16. Subsequent Events

The Organization has evaluated subsequent events through September 28, 2020, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. Subsequent to year end, the Organization entered into a purchase and sale agreement to buy property for \$625,000. Subsequent to year end, the Organization also renewed the line-of-credit agreement. Subsequent to year end, the Organization changed its name to "Spaulding Academy & Family Services". No other subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2020.



SPAULDING
ACADEMY & FAMILY SERVICES

1871 Celebrating 150 Years 2021

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March 2021

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EXPERIENCE

Spaulding Youth Center Northfield, New Hampshire 2/17 to present

President and Chief Executive Officer (appointed 10/20).

Chief Financial Officer. Responsibilities include providing leadership, supervision, and oversight for all business and financial activities, including the payroll office; coordinating, preparing, and administering annual operating and capital budgets and providing multi-year financial projections; working with state agencies to develop and negotiate tuition rates and receivables balances; working with the Board of Directors and multiple sub committees, providing regular reports and updates, and actively engaging in monthly meetings; and overseeing and managing all strategic and tactical projects as required. Accomplishments include overhauling staffing and budgeting processes, improving relationships with the Department of Education, and improving communication and trust with all campus constituencies.

Colby-Sawyer College New London, New Hampshire 1/12 to 8/16

Vice President of Finance and Operations / Treasurer. Responsibilities include all aspects of financial operations, facilities, dining services, information technology, library, institutional research, college store, and capital expenditures. Initial appointment included only finance office and IT, with substantial additional responsibilities added. Accomplishments included successfully negotiating bond deal, re-organizing financial budget model, expansion of college operations, transitioning facilities from an outside vendor to inside management, and overseeing capital expansion, including the current construction of the new fine and performing arts building.

Quinsigamond Community College Worcester, Massachusetts 1/07 to 1/12

Vice President for Administrative Services / Chief Financial Officer. Chief fiscal and administrative officer, overseeing all aspects of the College's fiscal operations, physical plant operations, infrastructure and environment, capital improvements, technology, campus security, auxiliary services, and institutional research & planning. Significant accomplishments include restructuring the internal budget models and reporting processes, both to the internal community and to external constituencies, including the Board of Trustees; overseeing significant investments into the campus infrastructure,

involving the expenditure of over \$12 million in various capital initiatives; adding significant financial flexibility to the fiscal operations by more than doubling the level of unrestricted reserves; reorganized IT department and expanded delivery and investment in IT-related areas; improved working relationship with external agencies, especially various state agencies and elected officials.

Elms College Chicopee, Massachusetts 9/03 to 9/06

Vice President of Finance and Operations. Chief Financial Officer responsible for all business office activities, student accounts, payroll, human resources, information technology, physical plant, dining services, post office, telephone, and bookstore activities. Significant accomplishments included: a complete restructuring of the Business Office and related offices, including Student Accounts and Financial Aid; the introduction of analytical models into the budget and enrollment processes, along with establishing a more formalized, informed, and inclusive budget process; overseeing a conversion of the administrative software system; overhauling the college's investment portfolio and the development of an investment policy statement; and the restoration of financial stability into the college's operating performance.

Daniel Webster College Nashua, New Hampshire 4/98 to 9/03

Vice President of Finance and Operations. Chief Financial Officer responsible for all financial and operational matters of the College, including: cash management, accounts receivable, accounts payable, and payroll; \$22 million operating budget; audit compliance; risk management; oversight of all investment and banking activities; and chief human resource officer. Also, managed physical plant, dining services, post office, payroll, telephone, and bookstore activities. Significant accomplishments included: complete reorganization of Business Office (personnel and policies); change in banking relationship and doubling of line of credit; refinancing of existing long term debt; and restructuring of physical plant, insurance, bookstore, and dining operations.

Lecturer. Business Management Department

Saint Anselm College Manchester, New Hampshire 9/85 to 4/98

Assistant Treasurer. Responsible for financial matters of the College, including: analysis of operating budget (\$45 million); College risk manager, managing all lines of insurance; management of College's public financing (Series 1989, 1993, 1996 and 1998); administration of financial custody and control of College's estates and trusts; supervisory responsibility for communications, campus bookstore, and post office areas; director of investment protocol and supervision of College's long term investment portfolio (\$46 million); and administrative oversight of Human Resources, Dining Services, Financial Aid, Security, and Maintenance departments.

Assistant Professor. Economics and Business Department.

United States Trust Company of New York New York, New York 9/81 to 8/85

Economics Officer: International Economist. Professional responsibilities included analysis of major international economies, preparation of foreign trade and exchange rate forecasts, and country risk analyses. Principal author of publications *International Economic Focus* and *International Statistics*, and contributing writer to department's *Quarterly Economic Outlook*. Frequent speaker at Economic Advisory Service seminars.

Irving Trust Company New York, New York 4/78 to 8/81

Manager, Economic Analysis and Planning Department. Principal responsibilities included overall management, project control, and coordination of department activities - encompassing statistical research section, graphics department, and Bank Library. Other assignments involved serving as the Divisional Controller, administering personnel policies, and serving as the sales/production manager of Irving Trust Company's graphics service, Irving Economic Service.

EDUCATION

Stern School of Business, New York University New York, New York
MBA Finance (June, 1985)

London School of Economics & Political Science London, England
MSc. Economics (June, 1977)

Saint Anselm College Manchester, New Hampshire
BA Economics, cum laude (May, 1975)

OTHER

Board Member, Community College System of New Hampshire (CCSNH), Vice Chair, Audit Committee.

Board Member, New Hampshire Health and Higher Education Financing Authority (NH HEFA)

AMANDA G. CHAMPAGNE

Professional Summary

Exceptional leader and mentor in the areas of business administration, management, conflict resolution, crisis prevention, and treatment plan orientation, child and adolescent development. Technologically savvy with outstanding relationship building, training and presentation skills.

Skills

- Critical Thinking Skills
- Detailed oriented
- Extremely well organized
- Team leadership
- Conflict resolution
- Flexible
- Report writing
- Online training experience
- Training program development
- Documentation and reporting
- Works well under pressure
- Microsoft Office proficiency

Work History

Academic Instructor, ETP, 06/2018 to Current

Granite State College – Concord, NH

- Online instruction for a variety of topics related to child and adolescent development, supporting children with traumatic backgrounds, child welfare, Autism, Managing Severe behaviors
- Managing an online continuing education environment
- Reviewing materials, supporting information and expertise for the continual education of others
- Grading and managing adult online learners

Executive Director of Family Services

Spaulding Academy & Family Services- Northfield, NH

- Manages and administers all aspects of the Family Service Program, including Clinical and Behavioral services, Health services, Residential services, and Community Based Programs
- Manages 71 bed facility for children and young adults for 6 residential units.
- Develops, maintains program aspects of a 14 million dollar budget
- Oversees and evaluates all aspects of business operations.
- Program fidelity with regard to rules and regulations set forth by several NH State Agencies.
- Program Director with regard to Child Care Licensing and NH DHHS

Director of Residential Services, 10/2014 to 9/2020

Spaulding Youth Center – Northfield, NH

- Manages and administers all aspects of the Residential Services Program.
- Manages 61 bed facility for children and young adults for 5 residential units.
- Develops, maintains all residential aspects of a 14 million dollar budget
- Oversees and evaluates all aspects of business operations.
- Oversees and recommends clinical intervention for behavioral programming.
- Program fidelity with regard to rules and regulations set forth by several NH State Agencies.
- Program Director with regard to Child Care Licensing and NH DHHS
- Recruitment, Retention as well as all supervisory aspects of over 90 staff

Assistant Residential Director, 12/2013 to 10/2014

Spaulding Youth Center – Northfield, NH

- Program Quality Assurance Scheduling of all residential buildings Budget planning and review of expenditures Crisis Intervention/ Behavior Management for students and families Responsible for licensure Supervision of all residential components.

Residential Supervisor/ Senior Supervisor, 02/2006 to 12/2013

Spaulding Youth Center – Northfield, NH

- Direct supervision of all residential components Payroll, hiring, discipline of policy and procedure for all staff Revision and instruction of treatment plans and IEP for students Authorization for extended room and board for the states of Maine and Connecticut Facilitate and coordinate training for all residential staff.

Residential Counselor III, 11/2000 to 02/2006

Spaulding Youth Center – Northfield, NH

- Direct care of students with disabilities Case management including monthly reports, weekly reports, treatment plans, goals and objectives.
- Tracking and using behavioral excess and behavioral deficit data Payroll and supervisory duties.

Softscape Foreman, Belknap Landscape Company, 05/1998 to 11/2000

Belknap Landscape Co Inc. – Gilford, NH

- Pruning, weeding, annuals and perennials installation
- Ordering and reporting materials used and given
- Plant and flower bed design.

Education

Master of Business Administration, January 2019

Southern New Hampshire University - Manchester, NH

GPA: 3.8

Master of Psychology: Child and Adolescent Development, June 2015

Southern New Hampshire University - Manchester, NH

GPA: 3.9

B.S: Psychology, Family Studies, June 2012

Granite State College - Concord, NH

A. S: Human Service, June 2008

Laconia Community Technical College - Laconia, NH

Licensed Nursing Assistant, 2005

Lakes Region Community College - Laconia, NH

Accomplishments

- Professional Crisis Management trainer and Instructor.
- Joint Loss Management Chair for 2 years.
- Benefits Committee Facilitator.
- Trust Based Relational Interventions
- Positive Behavior Intervention and Supports.
- Positive Relationships in a Healing Environment.
- Behavioral Tools.
- Workers Comp committee member.
- Exceptional prevention, de-escalation and crisis management skills.
- Retirement oversight committee.
- ALICE Instructor certified.
- Justice of the Peace

Volunteer Associations

- Board Member, Tilton and Northfield Youth Assistance Program, since 2017
- Board Member, Lakes Region United Soccer, since 2018
- Registrar, Lakes Region United Soccer, since 2018

References

Excellent references are available on request.

Pat Seaward-Salvati

Summary of qualifications

- Thirty Four years of supervisory experience
- Experience developing and implementing primary prevention, early intervention and crisis intervention programs
- Experience developing and implementing community based services for children, youth and families
- Co-author of alcohol/drug curriculum for teens called "The Challenge Course"
- Experience in fundraising, grant-writing, and fiscal management
- Prior Member of State of New Hampshire's United in Action Collaboration for Lifelong Connections for Youth, Central Region Team
- Successful completion of Institute for Reality Therapy Basic Intensive Week
- Founding member of Upstream interagency collaborative
- Excellent interpersonal communication skills
- Extensive involvement with inter-agency collaboration
- Experience in developing and implementing IEP, ISP and Treatment plan goals and objectives
- Developed and presented training on a variety of topics
- Experience designing and implementing Foster Care/ISO program
- Experience securing and maintaining NH State licenses and certifications

Education

New Hampshire College, Manchester, NH – Master of Science Degree in Human Service, 1984

Pennsylvania State University, State College, PA – Bachelor of Science Degree in Elementary Education, 1977

Professional experience

2015 – Present Spaulding Youth Center (DBA Spaulding Academy & Family Services)
Admissions Director

- Coordinate referrals, interviews and admissions for all of Spaulding's programs.
- Member of: Spaulding's Executive Leadership Team, Senior Leadership Team, Staff representative on the Board of Directors' Program Committee, Continuous Quality Improvement Committee, Diversity, Equity and Inclusion Committee, Choose Love Team, Policy and Procedure Work Group
- Develop, distribute and present marketing materials for state wide conferences, regional special education teams, and DCYF/JJS district offices and out of state referral sources.
- Develop / implement annual enrollment plans that identify steps needed to achieve enrollment goals
- Participate in developing and implementing Spaulding's marketing and communication plan

2002 – 2015 Spaulding Youth Center, Northfield, NH

Admissions and Community Based Programs Director

- Develop, implement, maintain and supervise Foster Care and In-Home/ISO, Community Respite and Parent Aide programs and other community-based services as needed.
- Coordinate referrals, interviews and admissions for all of Spaulding's programs.
- Maintain Child Placing Agency licenses and certifications.
- Provide crisis intervention and on-call clinical consultation within all of Spaulding's programs.
- Member of Spaulding's Management Team, Leadership Council, Technology Committee, Quality Assurance Team, Co-Chair Wellness Committee
- Distribute and present marketing materials for state wide conferences, regional special education teams and DCYF/JJS district offices

1997 – 2002 Lutheran Community Services, Gilford, NH

Program Manager

- Responsible for all aspects of a \$1.2 million non-profit agency that provides residential, employment, volunteer, recreational and daily living skills support for adults with developmental disabilities.

1995 - 1997 Carroll County Mental Health Services, Conway, NH

Case Management Team Leader

- Supervise case managers in all aspects of coordinating resources and services for individuals diagnosed with a mental illness in addition to maintaining a separate caseload.

1992 – 1995 Lakes Region Educational Services, Laconia, NH

Counselor for individuals with emotional and behavioral difficulties

- Developed and implemented counseling programs for students in grades 1 – 12; consultation services provided to teachers and grade level teams for developing school wide approaches; facilitated integration experiences for several students.

1/1993 – 6/1993 Inter-Lakes School District, Meredith, NH

Student Assistance Program Coordinator

- Part time – created and fulfilled all aspects of the program: classroom presentations, Needs Surveys, individual and group counseling, staff awareness, grant writing. Authored school drug/alcohol policy.

1984 – 1992 Youth Services Bureau, Laconia, NH

Director

- Planned, executed and coordinated the activities and funding of this agency whose primary mission is the prevention of delinquency. Programs included Juvenile Court Diversion, The Challenge Course, The Youth Companion Program, as well as short-term counseling and advocacy. Programs were dependent on recruiting and sustaining a large contingent of volunteers.

1982 – 1984 Laconia State School and Training Center, Laconia, NH

Training and Development Therapist

- Provided educational and functional experiences for adults with developmental disabilities. Participated in planning and carrying out Individualized Service Plans as a member of a treatment team.

1975 – 1982 Crime Prevention Association South Philadelphia Community Center, Philadelphia, PA

Youth Services Worker

- Effected crisis intervention for court-ordered teens. Conducted intakes and Needs Assessments, designed and activated programs, and provided counseling and case management.

School-Age Day Care Social Worker

- Provided intake and case management services for Title XX and school age day care recipients. Responsible for parent education.

Chandra Miller

NURSE PRACTITIONER

–Pediatric–

<u>EDUCATION</u>	MGH INSTITUTE OF HEALTH PROFESSIONS; BOSTON, MA	
	Bachelor of Science in Nursing	May 2016
	Master of Science in Nursing	May 2016
	UNIVERSITY OF MASSACHUSETTS, LOWELL; LOWELL, MA	
	Bachelor of Science in Exercise Physiology; Minor: Nutrition	February 2008
<u>LICENSURE/ CERTIFICATIONS</u>	Certified Pediatric Nurse Practitioner- Primary Care: PNCB	June 2016
	Licensed Advanced Practice Registered Nurse- Pediatric: State of NH	March 2017
	Registered Nurse: Massachusetts	February 2015
	Registered Nurse: New Hampshire	May 2015
	BLS/CPR/AED Health Care Provider/American Heart Association	June 2019-June 2021

RELEVANT PROFESSIONAL EXPERIENCE

Spaulding Academy and Family Services | Northfield, NH November 2020-Present

MEDICAL DIRECTOR- PEDIATRIC NURSE PRACTITIONER

- Responsible for overseeing the daily operations, regulatory compliance and the quality of the medical care and services. Assist the Director of Nursing Services in the development and implementation of the Health Center's services and supports. Conduct rounds with Nurses, assess and care for student's acute/emergent medical needs. Provide physical exams as required for admission and regulations. Provide documentation of assessments, and communications with guardians and providers. Maintain timely communication as needed with guardians, student's team, and outside providers. Collaborate with families and student teams to prescribe medications and therapeutic interventions. Participate in clinical interdisciplinary meetings. Participate in the development and approval process of policies and procedures, standing orders, and guidelines to ensure quality of care and regulatory compliance. Assist in the oversight of the infection control procedures and response. Obtain/provide medical guidance and oversight as part of the COVID-19 Management Team. Provide on-call rotation and telephone coverage during non-office hours.

Crotched Mountain Foundation | Greenfield, NH

CONSULTING MEDICAL DIRECTOR- PEDIATRIC NURSE PRACTITIONER

November 2020- Present

MEDICAL DIRECTOR OF STUDENT HEALTH SERVICES- PEDIATRIC NURSE PRACTITIONER

July 2018- August 2020

- Responsible for overseeing the daily operations, regulatory compliance and the quality of the medical care and services. Supervise and assist the Director of Nursing Services in the development and implementation of Educational Health Center's services and supports. Conduct rounds with Nurses, assess and care for student's acute/emergent medical needs. Provide physical exams as required for admission and regulations. Provide documentation of assessments, and communications with guardians and providers. Assist with obtaining medication prior authorization, referrals, and other necessary documentation to ensure continuity of care for the students. Maintain timely communication as needed with guardians, student's team, and outside providers. Collaborate with families and student teams to prescribe medications and therapeutic interventions. Participate in clinical interdisciplinary meetings. Participate in the development and approval process of policies and procedures, standing orders, and guidelines to ensure quality of care and regulatory compliance. Assist in the oversight of the infection control procedures and response within the Foundation. Obtain/provide medical guidance and oversight as part of the Pandemic Management Team. Provide on-call rotation and telephone coverage during non-office hours.

Camp Tevya | Brookline, NH

Summer 2016- Present (Seasonal)

HEAD NURSE

- Oversight of all nursing staff working within the health center. Collaborated with Camp Director and Head Staff to ensure appropriate health care measures are being followed throughout camp. Evaluated, planned, implemented and documented nursing care for campers and staff. Provided first-aid and emergent care. Maintain accurate health records of campers and staff. Dispense and record all daily prescription medications and standard over the counter medications. Ensures the clinic is kept clean and stocked with appropriate supplies and medications. Communicated concerns and needs with families.

Boston Public Schools | Boston, MA

August 2017- June 2018

REGISTERED NURSE

- Provided medical care to students, staff, and visitors, including emergency medical services. Conducted physical examinations, acquired student's health/developmental history, and determined the appropriate course of action for the child's presenting need. Ensure student records are up to date with immunizations, physical exams, screenings, and health conditions. Performed required health screenings and assessments for elementary school students. Provide informative handouts to staff, students and the families of pertinent health concerns. Administer medications and assist with management of special health care needs. Documented all student interaction. Initiated parental contact and referrals as appropriate. Ensures the office is kept clean and stocked with appropriate supplies and medications.

J & K Home Care | Salem, NH

October 2016- October 2017

REGISTERED NURSE CASE MANAGER

- Perform general assessments for patient recertification. Communicating the care preferences of clients, serving as their advocate, and verifying that interventions meet the client's needs and goals of treatment. Creating and reviewing plan of care for Home Health Aide. Submit necessary paperwork for prior authorizations through Medicaid-managed care. Complete and submit home health certification and plan of care. Provide supervisory visits to ensure the home health aide and registered nurse is providing satisfactory care. Manage client's monthly nursing visits. Provide private duty home care nursing care to children with special medical needs.

Vicenza American High School | Vicenza, Italy

September 2010- June 2011

PARAPROFESSIONAL/ SUBSTITUTE TEACHER

- Assisted high school students with learning in mainstream classes. Designed posters and bulletin boards to promote the students learning. Assisted teachers in the instruction of class material within special education courses. Provided a safe environment for students to question schoolwork and learn without ridicule. Taught planned curriculum assigned by teacher to students grade 1-12. Assisted teachers in the instruction of class material.

OTHER PROFESSIONAL EXPERIENCE

Bugaboo Creek Steakhouse | Bedford, NH

October 2012 - August 2013

SERVER

Darden's Restaurants- Olive Garden | Tyngsboro, MA

January 2007- May 2008

SERVER

HONORS/ AWARDS

Magna Cum Laude University of Massachusetts, Lowell; 2004-2008
Omicron Delta Kappa, National Leadership Honor Society; Inducted 2007
Sigma Theta Tau International, Honor Society of Nursing; Inducted 2015

Ashley Donahue, MS

Objective: To provide information to the State of New Hampshire for contracts regarding the residential treatment facility, Spaulding Academy and Family Services.

Education:

New England College, Henniker, NH; Graduated August 2016
Master of Science, Clinical Mental Health Counseling
Capstone: Resiliency of Mental Health Professionals Working with High-Risk Populations

Lasell College, Newton, MA; Graduated May 2014
Bachelor of Sciences, Psychology
Magna Cum Laude
Minors: Child and Adolescent Studies & Youth and Crime

Clinical Experience:

Spaulding Academy & Family Services (previously Spaulding Youth Center)

Clinical Coordinator November 2020 –Present

- Provides administrative oversight while ensuring consistent and high quality services for all Clinicians and Family Workers in the behavioral health department
- Facilitates weekly documented supervision to clinicians and family workers with a foundation of the Code of Ethics, knowledge of current research to provide best practice and clinical competency
- Core member of leadership in improving quality of care in supports of maintaining licensure and accreditation for the program as well as visits and reviews conducted by the state and other child care agencies
- Participates in file reviews, initial interviews and assessment of potential incoming students with a clinical perspective and ensure we can provide clinical services within our scope of practice outlined in the *ACA Code of Ethics*
- Acknowledged for approachability, establishing healthy boundaries in the work place and a strong desire to learn regulations and policies

Spaulding Academy & Family Services (previously Spaulding Youth Center)

Clinician November 2018-October 2020

- Responsible for assessing treatment needs, developing, monitoring and evaluating treatment plans
- Providing Trauma Informed and Evidenced Based clinical services to youth with significant abuse and neglect and training direct care staff in various interventions, strategies and supports to best help the youth living in residential care
- Acknowledged for flexibility, quick thinking in crisis situations and thorough and client centered documentation
- Implemented and oversee the Choose Love Movement that is a social and emotional learning curriculum campus wide
- Completed in a timely manner all documents including, treatment plans, monthly reports, court reports, discharge reports, psychosocial, session notes, etc.

Ready, Set, Connect Autism Center

ABA Therapist August 2018-November 2018

- Provided 1:1 therapy and assisted with case management for children with autism in the school setting
- Implemented ABA techniques and principals to increase communication, appropriate play skills, language, cooperation skills and daily living skills
- Collaborated and communicated with staff alongside clients and their families in an empathetic manner to positively impact children and their success
- Shadowed and observed various assessments completed by BCBAs
- Noted for my flexibility and eagerness to learn more about the assessments and interventions

Professional Development

- Experience in inpatient, residential, community and school settings
- Organized, implemented and oversaw social and emotional learning program, Choose Love Movement, to Spaulding Academy & Family Services that Governor Sununu made a state wide initiative
- Many graduate level trainings such as Trust Based Relational Intervention and Suicide Prevention
- New Hampshire Disaster Behavioral Health Response Team Member
- Strong verbal and written communication skills, guidance and leadership skills, organization and documentation skills, combined with excellent and natural social skills

	Spaulding Academy & Family Services			
	Key Personnel:			
Name	Job Title	Salary	% Paid from Contract	Amount Paid from Contract
Todd Emmons	Chief Executive Officer/ Chief Financial Officer	217,568	9.9%	21,600
Amanda Champagne	Executive Director of Family Services	120,016	72.0%	86,400
Pat Seward- Salvati	Admissions Director	86,986	24.8%	21,600
Chandra Miller	Medical Director	120,016	72.0%	86,400
Ashley Donahue	Clinical Coordinator	62,005	108.0%	66,965

Subject: Residential Treatment Services for Children's Behavioral Health

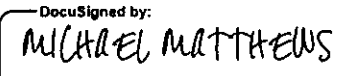

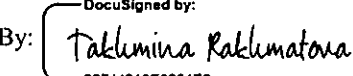
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Stetson School, Inc.		1.4 Contractor Address 81 Hope Avenue, Worcester, MA 01603 455 South Street, P.O. Box 309 Barre, MA 01005	
1.5 Contractor Phone Number (978) 355-4541	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$7,280,334
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/23/2021		1.12 Name and Title of Contractor Signatory MICHAEL MATTHEWS Sr. VP of Business & F	
1.13 State Agency Signature DocuSigned by:  Date: 6/24/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/25/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents; all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

Date 6/23/2021

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs:

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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- 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.
 - 1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.
 - 1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.
 - 1.15.1.1.2.4. Developing a youth peer mentor model.
- 1.15.1.2. Family Voice and Engagement
 - 1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:
 - 1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.
 - 1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.
 - 1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.



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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes, but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DS MM

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Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Stetson School, Inc.	Barre, MA	12	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.

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- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

- 2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.7.3.2.1. Direct Care Staff/Milieu:
 - 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
 - 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and

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- family worker as well as primary clinician.
- 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.
- 2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

- 2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

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- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
 - 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
 - 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
 - 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
 - 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.7.6. Transportation**
- 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.7.6.1.4. Recreation (clubs, sports, work).
 - 2.7.6.1.5. Family and sibling visits.
 - 2.7.6.1.6. Other as required by the individual's treatment plan.

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- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Reserved

2.9. Reserved

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2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Stetson School

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	See Case Manager
Family Therapist	1:8	Not allocated
Transportation	Not Required	1:3

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Case Manager	1:8 or see Family Worker	No Variation
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN; RN and Nurse Manager
Psychiatrist	Availability of prescriber or psychiatry on site	.3 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

- 3.5.1.2. The Contract shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:
- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
 - 3.5.1.2.2. Neurobehavioral needs;
 - 3.5.1.2.3. Gender Identity;
 - 3.5.1.2.4. Aggressive behavior;
 - 3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
 - 3.5.1.2.6. Problematic Sexual Behavior

- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Reserved

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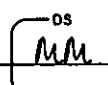
4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)



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Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions

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5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

- 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] Median time from referral to acceptance Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> % of treatment meetings where youth participates % of treatment meetings where caregiver participates Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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EXHIBIT B**

- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

- 7.1. Impacts Resulting from Court Orders or Legislative Changes
 - 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals

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**New Hampshire Department of Health and Human Services
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who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

- 7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

- 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
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EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
 - 4.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
 - 4.3. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 4.4. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 4.5. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.6. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 4.6.1. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 4.7. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.7.1. Sub-total: \$7,280,334.00
 - 4.7.2. SFY 22: \$2,426,778.00
 - 4.7.3. SFY 23: \$2,426,778.00
 - 4.7.4. SFY 24: \$2,426,778.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.4.1. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

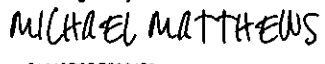
Place of Performance (street address, city, county, state, zip code) (list each location)


Check if there are workplaces on file that are not identified here.

Vendor Name:

6/23/2021

Date

DocuSigned by:

514100002700178
 Name: MICHAEL MATTHEWS
 Title: Sr. VP of Business & F

Vendor Initials 
 Date 6/23/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/23/2021

Date

DocuSigned by:

MICHAEL MATTHEWS

Name: MICHAEL MATTHEWS

Title: Sr. VP of Business & F

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Vendor Initials

6/23/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/23/2021

Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

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New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/23/2021

Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/23/2021

Date

DocuSigned by:
MICHAEL MATTHEWS
316100002700172
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

Contractor Initials DS
MM
Date 6/23/2021

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 6/23/2021



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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3/2014

Contractor Initials

6/23/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials MM

Date 6/23/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Youth Opportunities Upheld, Inc.

The State by:

Name of the Contractor

Katja Fox

MICHAEL MATTHEWS

EG0006804063142

31416D6DC700476

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

MICHAEL MATTHEWS

Name of Authorized Representative
Director

Name of Authorized Representative

Sr. VP of Business & F

Title of Authorized Representative

Title of Authorized Representative

6/24/2021

6/23/2021

Date

Date

Contractor Initials *MM*

Date 6/23/2021



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/23/2021

Date

DocuSigned by:

MICHAEL MATTHEWS

Name: MICHAEL MATTHEWS

Title: Sr. VP of Business & F

DS
MM

Contractor Initials

6/23/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 070611504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption: If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

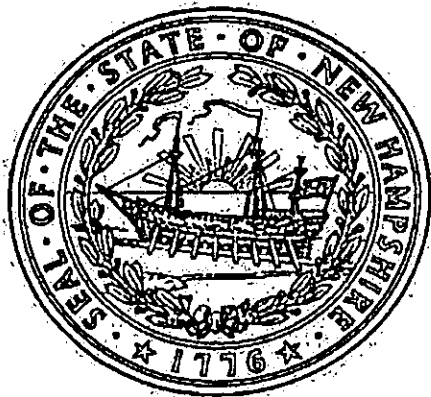
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STETSON SCHOOL, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on March 04, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 864000.

Certificate Number: 0005379601



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Deborah Needleman, hereby certify that:
(Name of the elected Officer of the Corporation/LLC, partnership or contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Stetson School, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 28, 2020, at which a quorum of the Directors/shareholders were present and voting.

David A. Jordan, President
(Date)

VOTED: That Michael Matthews, Sr. VA of Business + Finance (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Stetson School, Inc. to enter into contracts or agreements with the State
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 11, 2021

Deborah Needleman
Signature of Elected Officer
Name: DEBORAH J. NEEDLEMAN
Title: CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Greylock - North County, 131 Ashland St, North Adams, MA 01247. CONTACT NAME: Greylock Insurance Agency, PHONE: 413-663-6576, FAX: 413-664-7558. INSURER A: Beazley USA Services Inc. INSURER B: Kinsale Insurance Company. INSURER C: Liberty Mutual for TIP. INSURER D: Philadelphia Indemnity Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Abuse & Molestation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: NH Department of Health & Human Services, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Mission Statement:

The mission of Stetson School is to support youth and families by helping them to form healthy and secure family connections, overcome adversity and traumatic experiences, build social competency, and develop emotional and behavioral self-regulation skills.

SEVEN HILLS FOUNDATION AND AFFILIATES
COMBINED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020
AND
INDEPENDENT AUDITOR'S REPORT

SEVEN HILLS FOUNDATION AND AFFILIATES
COMBINED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Seven Hills Foundation and Affiliates

Report on the Financial Statements

We have audited the accompanying combined financial statements of Seven Hills Foundation and Affiliates (collectively, the "Foundation"), which comprise the combined statement of financial position as of June 30, 2020, the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined 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 combined 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 combined 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 combined financial statements referred to above present fairly, in all material respects, the financial position of Seven Hills Foundation and Affiliates as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

INDEPENDENT AUDITOR'S REPORT
(Continued)

Report on Summarized Comparative Information

We have previously audited Seven Hills Foundation and Affiliates' 2019 combined financial statements, and we expressed an unmodified audit opinion on those audited combined financial statements in our report dated November 4, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited combined financial statements from which it has been derived.

Ballus Lynch, LLP

Worcester, Massachusetts
December 29, 2020

SEVEN HILLS FOUNDATION AND AFFILIATES
 COMBINED STATEMENT OF FINANCIAL POSITION
 JUNE 30, 2020
 (With Summarized Financial Information for 2019)

	Without Donor Restrictions	With Donor Restrictions	Totals	
			2020	2019
Assets				
Current assets				
Cash	\$ 8,380,981	\$ 1,372,653	\$ 9,753,634	\$ 8,970,515
Deposits with trustees	2,910,655	-	2,910,655	3,443,445
Accounts receivable, less allowance for doubtful accounts of \$623,961 and \$263,863 in 2020 and 2019, respectively	30,984,562	-	30,984,562	23,126,735
Contributions receivable	-	147,000	147,000	52,000
Prepaid expenses and other assets	1,395,571	-	1,395,571	915,662
Assets held for sale	3,195,999	-	3,195,999	-
Total current assets	46,867,768	1,519,653	48,387,421	36,508,357
Contributions receivable	-	8,676	8,676	95,400
Investments	36,651,235	8,143,621	44,794,856	42,670,849
Investment in unconsolidated affiliates	2,268,874	-	2,268,874	2,533,397
Deposits with trustees	5,546,703	-	5,546,703	5,511,576
Deposits and other assets	488,384	160,038	648,422	285,255
Property and equipment, net	121,948,451	-	121,948,451	118,592,431
Cash value of life insurance	4,359,319	-	4,359,319	5,105,321
Beneficial interest in assets held by community foundation	1,050,294	11,000	1,061,294	-
	<u>\$ 219,181,028</u>	<u>\$ 9,842,988</u>	<u>\$ 229,024,016</u>	<u>\$ 211,302,586</u>
Liabilities and Net Assets				
Current liabilities				
Note payable, bank	\$ 5,267,250	\$ -	\$ 5,267,250	\$ 7,180,081
Current maturities of long-term debt	8,868,716	-	8,868,716	3,951,389
Accounts payable	7,689,175	-	7,689,175	5,311,655
Accrued and other liabilities	15,150,688	-	15,150,688	10,178,927
Total current liabilities	36,975,829	-	36,975,829	26,622,052
Advances from the State of Rhode Island	952,535	-	952,535	985,089
Long-term debt, less current maturities	91,666,397	-	91,666,397	91,331,671
Hedging instrument liabilities	548,730	-	548,730	223,466
Deferred compensation liability	7,619,699	-	7,619,699	8,330,972
	<u>137,763,190</u>	<u>-</u>	<u>137,763,190</u>	<u>127,493,250</u>
Net assets				
Without donor restrictions				
Undesignated	55,090,508	-	55,090,508	50,203,274
Designated for endowment	26,327,330	-	26,327,330	24,811,191
With donor restrictions	-	9,842,988	9,842,988	8,794,871
	<u>81,417,838</u>	<u>9,842,988</u>	<u>91,260,826</u>	<u>83,809,336</u>
	<u>\$ 219,181,028</u>	<u>\$ 9,842,988</u>	<u>\$ 229,024,016</u>	<u>\$ 211,302,586</u>

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2020
(With Summarized Financial Information for 2019)

	Without Donor Restrictions	With Donor Restrictions	Totals	
			2020	2019
Operating support and revenue:				
Government contracts and fees	\$ 240,536,415	\$ -	\$ 240,536,415	\$ 207,240,266
H.U.D. rental subsidy	499,968	-	499,968	461,708
Private contracts and fees	2,878,581	-	2,878,581	2,074,053
Trainee production	114,615	-	114,615	175,849
Rent, vending, service fees	6,057,002	-	6,057,002	5,956,881
Interest income	182,761	-	182,761	229,734
Net investment return	2,140,936	32,159	2,173,095	2,539,872
Beano income	1,097,721	-	1,097,721	1,622,163
Contributions	661,472	-	661,472	1,274,940
Grants	1,424,204	-	1,424,204	923,844
Cafeteria	251,074	-	251,074	330,868
Gain (loss) on sale of property and equipment	(290,798)	-	(290,798)	328,118
Other	1,402,108	-	1,402,108	2,041,664
Net assets released from restrictions:				
Satisfaction of purpose restrictions	(323,577)	(323,577)	-	-
Total support and revenue	257,279,636	(291,418)	256,988,218	225,199,960
Operating expenses:				
Program services				
Residential services	81,040,614	-	81,040,614	73,197,400
Family support	24,716,456	-	24,716,456	21,816,447
Vocational services	10,030,978	-	10,030,978	11,324,995
Nursing home services	16,838,543	-	16,838,543	15,439,038
Community services - Massachusetts	4,027,614	-	4,027,614	3,949,811
Community services - Rhode Island	23,994,613	-	23,994,613	24,290,047
Rental property operations	560,783	-	560,783	565,926
Children services	55,088,424	-	55,088,424	40,283,779
School services	14,235,985	-	14,235,985	15,323,106
Clinical services	5,651,314	-	5,651,314	-
Global outreach	198,053	-	198,053	202,658
Open door arts	515,082	-	515,082	623,520
Total program services	236,898,459	-	236,898,459	207,016,727
Supporting services				
Management and general	17,665,767	-	17,665,767	15,295,615
Fundraising	1,045,218	-	1,045,218	1,436,722
Total expenses	255,609,444	-	255,609,444	223,749,064
Change in net assets from operations	1,670,192	(291,418)	1,378,774	1,450,896
Non-operating revenue:				
Contributions restricted for capital purposes	-	-	-	771,260
Contributions associated with affiliation agreement activity	5,016,445	1,381,535	6,397,980	-
Unrealized loss on hedging instrument	(325,264)	-	(325,264)	(273,849)
Net assets released from restrictions:				
Satisfaction of purpose restrictions	42,000	(42,000)	-	-
Change in net assets	6,403,373	1,048,117	7,451,490	1,948,307
Net assets, beginning of year	75,014,465	8,794,871	83,809,336	81,861,029
Net assets, end of year	\$ 81,417,838	\$ 9,842,988	\$ 91,260,826	\$ 83,809,336

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 YEAR ENDED JUNE 30, 2020
 (With Summarized Financial Information for 2019)

	Program Services							
	Residential Services	Family Support	Vocational Services	Nursing Home	Community Services - MA	Community Services - RI	Rental Property Operations	
Staff payroll	\$ 54,959,200	\$ 8,490,014	\$ 5,254,416	\$ 10,232,555	\$ 2,138,963	\$ 14,143,065	\$ -	\$ 4,483,537
Trainee payroll	-	-	166,972	-	-	-	-	-
Payroll taxes	4,720,989	737,831	440,303	875,844	177,664	1,093,062	-	379,805
Employee benefits	6,710,168	751,820	882,023	1,277,746	346,114	3,311,824	-	537,321
Occupancy	3,706,850	290,009	773,731	983,156	367,121	771,231	208,724	393,371
Telephone, cable, internet	680,595	72,942	141,745	20,656	66,182	156,692	14,262	82,291
General insurance	241,330	110,934	81,451	121,158	96,361	122,322	17,472	88,231
Office and operating supplies	490,388	62,172	106,660	1,221,948	112,863	423,360	28,117	54,427
Dues and subscriptions	20,114	9,308	8,443	89	132	28,228	482	8,140
Printing and postage	5,356	20,670	6,203	-	2,246	8,873	-	19,364
Advertising	3,286	26,148	695	360	-	219	-	9,481
Legal and audit	-	-	-	-	-	8,050	-	7,816
Client transportation	1,956,578	213,587	706,105	58,689	114,760	451,740	-	65,122
Specialized home care	-	10,799,744	-	-	-	1,019,720	-	-
Clinical consultants	837,792	1,291,897	192,316	289,724	265,305	152,240	263	851,406
Purchased services	-	-	-	274,613	-	1,578,720	3,882	-
Family support	308,128	1,235,159	-	-	64,699	58,936	-	47,583,326
Staff training	12,433	34,835	1,017	17,332	4,672	15,611	-	12,409
Event expenses	-	-	-	-	-	-	-	-
Cafeteria and food	2,163,853	4,957	264,268	291,695	2,129	16,986	402	99,716
Interest	1,793,611	124,613	379,681	414,412	34,130	76,806	120,474	120,982
Benno expenses	-	-	-	-	-	-	-	-
Other	667,568	218,827	90,686	179,535	42,772	290,316	11,588	42,443
Total before depreciation	79,278,239	24,495,467	9,496,715	16,259,512	3,836,113	23,728,001	405,666	54,839,188
Depreciation	1,762,375	220,989	534,263	579,031	191,501	266,612	155,117	249,236
	<u>\$ 81,040,614</u>	<u>\$ 24,716,456</u>	<u>\$ 10,030,978</u>	<u>\$ 16,838,543</u>	<u>\$ 4,027,614</u>	<u>\$ 23,994,613</u>	<u>\$ 560,783</u>	<u>\$ 55,088,424</u>

School Services	Program Services				Total	Management and General	Fundraising	Totals	
	Clinical Services	Global Outreach	Open Door Arts	Total				2020	2019
\$ 8,655,048	\$ 3,815,476	\$ -	\$ 369,868	\$ 112,542,142	\$ 7,090,509	\$ -	\$ 119,632,651	\$ 108,424,795	
-	-	-	-	166,972	-	-	166,972	189,725	
730,171	399,562	-	32,699	9,587,930	597,830	-	10,185,760	8,662,460	
1,350,176	399,249	-	14,327	15,580,768	2,300,575	-	17,881,343	15,400,194	
1,071,130	343,647	600	48,045	8,957,615	1,053,875	155	10,011,645	9,818,631	
53,805	85,221	-	3,336	1,377,727	284,415	-	1,662,142	1,512,043	
257,699	66,347	3,971	-	1,207,276	282,980	-	1,490,256	1,190,758	
184,431	46,765	1,715	14,638	2,747,484	295,858	30,417	3,073,759	3,060,703	
24,862	500	652	1,487	102,437	225,712	-	328,149	250,668	
4,737	6,803	-	1,664	75,916	168,322	-	244,238	228,954	
-	9,021	-	1,563	50,773	250,524	-	301,297	300,253	
-	-	-	-	15,866	301,822	-	317,688	247,795	
216,378	33,136	12,488	3,734	3,832,317	484,014	-	4,316,331	4,778,690	
-	115,825	-	-	11,935,289	-	-	11,935,289	11,387,772	
259,760	149,942	-	19,444	4,310,089	745,580	-	5,055,669	3,912,478	
6,608	-	-	-	1,863,823	36,920	-	1,900,743	1,945,170	
21,286	-	-	-	49,271,534	-	-	49,271,534	34,758,386	
7,021	175	-	-	105,505	656,153	-	761,658	790,250	
-	-	-	-	-	-	113,897	113,897	137,150	
390,386	52,048	-	2,110	3,288,550	6,658	3,373	3,298,581	3,265,356	
394,045	59,162	-	-	3,517,916	601,999	-	4,119,915	4,254,219	
-	-	-	-	-	358	897,260	897,618	1,303,898	
135,975	5,649	178,627	2,167	1,866,153	1,552,740	116	3,419,009	2,709,116	
13,763,518	5,588,528	198,053	515,082	232,404,082	16,936,844	1,045,218	250,386,144	218,529,464	
472,467	62,786	-	-	4,494,377	728,923	-	5,223,300	5,219,600	
\$ 14,235,985	\$ 5,651,314	\$ 198,053	\$ 515,082	\$ 236,898,459	\$ 17,665,767	\$ 1,045,218	\$ 255,609,444	\$ 223,749,064	

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES
 COMBINED STATEMENT OF CASH FLOWS
 YEAR ENDED JUNE 30, 2020
 (With Summarized Financial Information for 2019)

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Change in net assets	\$ 7,451,490	\$ 1,948,307
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debt expense	196,865	279,050
Depreciation and amortization	5,228,250	5,225,000
Amortization of debt issuance costs	200,837	199,197
Amortization of bond premium	(237,684)	(262,034)
Equity in (earnings) loss of unconsolidated affiliates	369,778	(47,350)
Unrealized loss on hedging instrument	325,264	273,849
Net investment gains	(1,019,251)	(1,473,907)
(Gain) loss on sale of property and equipment	290,798	(328,118)
Change in beneficial interest in assets held by community foundation	(89,887)	-
Contributions restricted for purchases of property and equipment	-	(771,260)
Non-cash contributions	(6,397,980)	(327,000)
Deferred compensation expense	893,028	1,008,976
Decrease (increase) in operating assets:		
Accounts receivable	(5,311,869)	2,765,931
Contributions receivable	55,000	-
Prepaid expenses and other assets	16,958	(319,016)
Increase (decrease) in operating liabilities:		
Accounts payable	1,754,757	412,446
Accrued and other liabilities	2,378,066	(1,324,306)
Deferred revenue	-	(102,516)
	<u>(1,347,070)</u>	<u>5,208,942</u>
Net cash provided by operating activities	<u>6,104,420</u>	<u>7,157,249</u>
Cash flows from investing activities:		
Payments for purchases of investments	(13,910,055)	(15,943,219)
Proceeds from sale and maturities of investments	14,415,826	14,381,747
Net investment in unconsolidated affiliates	(105,255)	(406,596)
Increase in deposits and other assets	(36,749)	(1,850)
Expenditures for property and equipment	(3,839,245)	(4,106,270)
Proceeds from sale of property and equipment	1,042,699	4,206,096
Increase (decrease) in cash value of life insurance	746,002	(467,733)
Net cash used in investing activities	<u>(1,686,777)</u>	<u>(2,337,825)</u>
Cash flows from financing activities:		
Net repayments on advances from the State of Rhode Island	(32,554)	-
Net proceeds (payments) from note payable, bank	(3,618,031)	2,311,663
Proceeds from issuance of long-term debt	4,034,000	-
Principal payments of long-term debt	(4,975,255)	(6,453,064)
Payments on deferred compensation	(1,604,301)	-
Contributions received for purchases of property and equipment	42,000	638,860
Net cash used in financing activities	<u>(6,154,141)</u>	<u>(3,502,541)</u>
Net increase (decrease) in cash, cash equivalents, and restricted cash	(1,736,498)	1,316,883
Cash acquired through affiliation agreement with Family Service Organization of Worcester, Inc. and Youth Opportunities, Upheld, Inc.	2,021,954	-
Cash, cash equivalents, and restricted cash beginning of year	<u>16,452,986</u>	<u>15,136,103</u>
Cash, cash equivalents, and restricted cash end of year	<u>\$ 16,738,442</u>	<u>\$ 16,452,986</u>

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS

1 - DESCRIPTION OF ORGANIZATION

Seven Hills Foundation and Affiliates has contracts with the Commonwealth of Massachusetts and the State of Rhode Island to provide an array of health services and clinical support to children and adults challenged by emotional, behavioral, cognitive, physical or developmental disabilities.

The combined financial statements include the accounts of Seven Hills Foundation and the following affiliates which are under common control: Seven Hills Holding Corp, Inc.; Seven Hills Family Services, Inc.; Seven Hills Aspire, Inc.; Seven Hills Community Services, Inc.; Seven Hills Clinical Associates, Inc.; Seaside Education Associates, Inc.; Seven Hills Disability Resources & Advocacy, Inc.; Children's Aid & Family Services, Inc.; Seven Hills Pediatric Center, Inc.; Seven Hills Behavioral Health, Inc.; Seven Hills Global Outreach, Inc.; Seven Hills Rhode Island, Inc.; Seven Hills Neurocare, Inc.; Individual & Family Support Centers, Inc.; Stetson School, Inc.; Stetson Home, Inc.; WAARC Realty; Seven Hills New Jersey, Inc.; Open Door Arts; Children's Friend, Inc.; Family Service Organization of Worcester, Inc.; and Youth Opportunities Upheld, Inc. (hereinafter collectively referred to as the "Foundation"). All material intercompany balances and transactions have been eliminated in combination.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Foundation prepares its combined financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Foundation are described subsequently to enhance the usefulness and understandability of the combined financial statements.

Affiliation agreements

The Board of Directors of the Foundation and the Board of Directors of Family Service Organization of Worcester, Inc. and Affiliate voted to approve an affiliation agreement with the Foundation resulting in Family Service Organization of Worcester, Inc. becoming an affiliate of the Foundation effective January 1, 2020. All contracts and activities of Family Service Organization of Worcester, Inc. continued as an affiliate of the Foundation. The assets, liabilities, and net (deficit) for Family Service Organization of Worcester, Inc. are as follows:

Assets	\$ 594,874
Liabilities	660,367
Net assets (deficit)	(65,493)

The Board of Directors of the Foundation and the Board of Directors of Youth Opportunities Upheld, Inc. voted to approve an affiliation agreement with the Foundation resulting in Youth Opportunities Upheld, Inc. becoming an affiliate of the Foundation effective April 1, 2020. All contracts and activities of Youth Opportunities Upheld, Inc. continued as an affiliates of the Foundation. The assets, liabilities and net assets for Youth Opportunities Upheld, Inc. are as follows:

Assets	\$ 17,011,075
Liabilities	10,547,602
Net assets	2,378,636

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of accounting

The combined financial statements have been prepared on the accrual method of accounting. Accordingly, assets are recorded when the Foundation obtains the rights of ownership or is entitled to claims for receipt, and liabilities are recorded when the obligation is incurred.

Accounting estimates

The preparation of the combined financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the combined financial statements. On an ongoing basis, the Foundation's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Foundation's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Net assets

The combined financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net assets without donor restrictions - Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the Foundation, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. In addition, the governing board of the Foundation may elect to designate such resources for specific purposes. This designation may be removed at the board's discretion.

Net assets with donor restrictions - Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the Foundation must continue to use the resources in accordance with the donor's instructions.

The Foundation's unspent contributions are included in this class if the donor limited their use, as are its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the combined financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Foundation, unless the donor provides more specific directions about the period of its use.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Summarized comparative information

The combined financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Classification of transactions

All revenues and net gains are reported as increases in net assets without donor restrictions in the combined statement of activities unless the donor specified the use of the related resources for a particular purpose or in a future period. All expenses and net losses other than losses on endowment investments are reported as decreases in net assets without donor restrictions. Net gains on endowment investments increase net assets with donor restrictions, and net losses on endowment investments reduce that net asset class.

Cash

The Foundation maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Foundation has not experienced any losses in such accounts. The Foundation believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts receivable

Accounts receivable are primarily unsecured non-interest-bearing amounts due from agencies and grantors on cost reimbursement or performance contracts. The reserve for uncollectible accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received.

Contributions receivable

Contributions receivable are unconditional promises to give that are recognized as contributions when the promise is received. Contributions receivable that are expected to be collected in less than one year are reported at net realizable value. Contributions receivable that are expected to be collected in more than one year are recorded at fair value at the date of promise. That fair value is computed using a present value technique applied to anticipated cash flows. Amortization of the resulting discount is recognized as additional contribution revenue. The allowance for uncollectible contributions receivable is determined based on management's evaluation of the collectability of individual promises. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed.

Assets held for sale

The board of directors of the Foundation approved a plan to sell a certain building that was originally acquired for a program. The sale was completed on August 11, 2020.

Investments

Investments are reported at fair value. Alternative investments which do not have readily determinable fair values are carried at estimated fair values using the net asset value per share of the investment as reported by the investment managers. The Foundation reviews and evaluates the net asset values reported by the investment managers and has determined that the net asset values are calculated in a manner consistent with the measurement principles of FASB

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments (continued)

ASC Topic 946 as of the statement of financial position date. Those estimated fair values may differ significantly from the values that would have been used had a ready market for these securities existed.

The net investment return is reported in the statement of activities as increases or decreases in net assets without donor restriction unless its use is restricted by explicit donor stipulations or by law.

Endowment funds

The Foundation's endowment consists of both individual donor restricted funds and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed or legal restrictions. Endowment funds include invested gifts and cash.

As required by generally accepted accounting principles, the Foundation classifies as donor restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified as non-expendable net assets is classified as expendable net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by state law.

In accordance with the Uniform Prudent Management of Institutional Funds Act, the Foundation may consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the Foundation and the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources of the Foundation; and the investment policies of the Foundation.

The Foundation has adopted investment and spending policies for its board-designated and other endowment assets that attempt to provide a predictable stream of funding for its programs while seeking to maintain the purchasing power of the endowment assets. Under this policy, as approved by the Board, the endowment assets are invested in such a manner that the investments will provide a spendable return consistent with a long-term goal of preserving the funds in real terms. Actual returns in any given year may vary from this amount.

The Stetson Home, Inc. affiliate has a spending policy of appropriating for distribution each year 7% of its beginning of the year restricted balances. Amounts appropriated for expenditure were \$268,579 and \$282,912 in 2020 and 2019, respectively.

The Children's Friend, Inc. affiliate has a spending policy of appropriating for distribution each year 5% of the endowment fund's twelve quarter moving average of market value, calculated quarterly. There were no withdrawals for appropriation in 2020 and 2019.

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest, dividends and net rental income). The Foundation has invested in debt and equity securities that target a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Endowment funds (continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor imposed restrictions require the Foundation to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2020 and June 30, 2019.

Investment in unconsolidated affiliates

The Foundation has varying levels of investments in Group 7 Design, Inc., Empirical Asset Management, LLC, Wellesley/Front, LLC, Honeydrop, Inc., SCIREH Three, LLC, Harding Green, LLC Mercantile Ventures, LLC, and Franklin Realty Advisors, LLC which are accounted for by the equity method.

Property and equipment

Property and equipment are reported in the combined statement of financial position at cost, if purchased, and at fair value at the date of donation, if donated. All land and buildings are capitalized. Equipment is capitalized if it has a cost of \$5,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets.

Impairment of long-lived assets and long-lived assets to be disposed of

Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. No impairment losses were recognized in the financial statements in the current period.

Unamortized debt issuance costs

Debt issuance costs, which represent fees and other costs associated with obtaining long-term financing, are being amortized on a straight-line basis, which approximates the level yield method, over the terms of the related debt obligations. Debt issuance costs will be amortized at a monthly rate ranging from \$14,367 to \$1,383 through September, 2047. Long-term debt is presented net of unamortized debt issuance costs on the statement of financial position.

Hedging instrument

Hedging instrument, including interest rate swap agreements, are recorded on the statement of financial position as either assets or liabilities measured at their fair value. All changes in the fair value of hedging instrument are recognized currently in the combined statement of activities.

Rent, vending, service fees

Rental income represents amounts received from residents of residential homes. Vending income represents amounts received under the vocational services program. Service fees represents amounts received under the respite care, and various day programs.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions, gifts and grants

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as restricted until the payment is due, unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-kind contributions

The Foundation receives contributions in a form other than cash or investments. If material, donated supplies and other items are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed. If the Foundation receives a contribution of land, buildings, or equipment, the contributed asset is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Foundation's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use.

Four residential programs and the one day program operated by Seven Hills Rhode Island are located in buildings owned by the State of Rhode Island and are provided to Seven Hills Rhode Island at no cost. The estimated value of this space (\$386,400 for the period ended June 30, 2020 and 2019) has been recorded in the combined statement of activities as both a revenue and expense item.

The Foundation received four contributed office condominiums during 2019. The estimated value has been recorded in the combined statement of activities as contributions and in the statement of financial position as property and equipment.

The Foundation benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Foundation's program operations and in its fund-raising events. However, none of the contributed services met the criteria for recognition in financial statements.

Expense recognition and allocation

The cost of providing the Foundation's programs and other activities is summarized on a functional basis in the combined statement of activities and combined statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited using a reasonable allocation method that is consistently applied, as follows:

- Salaries and wages, benefits, and payroll taxes are allocated based on activity reports prepared by key personnel.
- Occupancy, depreciation, and amortization; and interest are allocated on a square foot basis dependent on the programs and supporting activities occupying the space.
- Telephone and internet services, insurance, and supplies and miscellaneous expenses that cannot be directly identified are allocated on the same basis as occupancy for each program and supporting activity.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense recognition and allocation (continued)

Management periodically evaluates the bases on which costs are allocated.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Foundation.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. The Foundation generally does not conduct its fundraising activities in conjunction with its other activities. In the few cases in which it does, joint costs have been allocated between fundraising and general and administrative expenses in accordance with standards for accounting for costs of activities that include fundraising. Additionally, advertising costs are expensed as incurred. Advertising expense was approximately \$301,297 and \$300,253 in 2020 and 2019, respectively.

Tax-exempt status

The Foundation is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (IRC), though it would be subject to tax on income unrelated to its exempt purposes (unless that income is otherwise excluded by the IRC). Contributions to the Foundation are tax deductible to donors under Section 170 of the IRC. The Foundation is not classified as a private foundation.

Management annually reviews for uncertain tax positions along with any related interest and penalties and believes that the Foundation has no uncertain tax positions that would have a material adverse effect, individually or in the aggregate upon the Foundation's statement of financial position, or related statement of activities or cash flows.

The Foundation files income tax returns in the U.S. federal jurisdiction. The Foundation is no longer subject to U.S. federal income tax examinations by tax authorities for years before 2017.

The State of Rhode Island imposes a Health Care Provider Tax at a rate of 6% of Medicaid revenues. This tax is included in other expense on the combined statement of functional expenses. The amounts paid by the Foundation for this tax are reimbursed by Medicaid funds.

Measure of operations

In its statement of activities, the Foundation includes in its definition of *operations* all revenues and expenses that are an integral part of its programs and supporting activities. The Foundation's contributions received for capital purpose, contributions associated with mergers, and the changes in the fair values of interest rate swap agreements are recognized as non-operating activities.

3 - CHANGE IN ACCOUNTING PRINCIPLE

In 2020, the Foundation adopted the accounting alternative provided in FASB *Accounting Standards Update* (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230)* (ASU 2015-03). The update states that the statement of cash flows shall explain the change during the period in the total of cash, cash equivalents, and restricted cash or restricted cash equivalents. This change in accounting principle was applied retrospectively as of June 30, 2020 and 2019.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

4 - RISKS AND UNCERTAINTIES

The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad and negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. The Foundation is closely monitoring its liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on the Foundation's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the Foundation's members, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact the Foundation's financial position and changes in net assets and cash flows is uncertain and the accompanying financial statements include no adjustments relating to the effects of this pandemic.

Additionally, it is reasonably possible that estimates made in the financial statements have been, or will be, materially and adversely impacted in the near term as a result of these conditions, including the allowances for uncollectible accounts and contributions receivable, and the valuation of investments and beneficial interests in trusts.

5 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2020 and 2019 are:

	<u>2020</u>	<u>2019</u>
Financial assets		
Cash	\$ 9,753,634	\$ 8,970,515
Deposits with trustees	8,457,358	8,955,021
Accounts receivable, net	30,831,779	23,126,735
Contributions receivable, net	155,676	147,400
Investments	44,794,856	42,670,849
Beneficial interest in assets held by community foundation	1,061,294	-
Total financial assets	<u>95,054,597</u>	<u>83,870,520</u>
Less: Financial assets held to meet donor-imposed restrictions		
Purpose-restricted net assets	1,165,978	50,717
Donor-restricted endowment funds, net of approximately \$268,000 appropriated for expenditures in 2021	8,253,334	8,328,754
Contributions receivable	155,676	147,400
Less: Financial assets not available within one year		
Deposits with trustees	8,457,358	8,955,021
Board-designated endowment fund	<u>26,327,330</u>	<u>24,811,191</u>
Amount available for general expenditures within one year	<u>\$ 50,694,921</u>	<u>\$ 41,577,437</u>

The above table reflects the board-designated funds as unavailable because it is the Foundation's intention to retain those resources for the long-term support of the Foundation. Note 16 provides more information about those funds and about the spending policy for board-designated funds.

The Foundation regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Further, the Foundation anticipates collecting sufficient revenue to cover general expenditures. Refer to the statement of cash flows, which identifies the sources and uses of the Foundation's cash and shows positive cash flows from operations for 2020 and 2019. As part of its liquidity management plan, the Foundation maintains a line of credit of \$10,000,000 to cover short-term cash needs. The available balance to draw on this line of credit was \$4,732,750 and \$2,819,919 as of June 30, 2020 and 2019, respectively.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

6 - DEPOSITS WITH TRUSTEES

Deposits with trustees are held in various escrow accounts and are available for the following purposes:

	<u>2020</u>	<u>2019</u>
Current		
Future debt service	\$ 2,910,655	\$ 3,443,445
Long-term		
Future debt service	<u>5,546,703</u>	<u>5,511,576</u>
	<u>\$ 8,457,358</u>	<u>\$ 8,955,021</u>

Deposits with trustees are carried at fair value, which approximates cost, and are composed of the following:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,984,808	\$ 7,482,471
U.S. Government bonds	<u>1,472,550</u>	<u>1,472,550</u>
	<u>\$ 8,457,358</u>	<u>\$ 8,955,021</u>

7 - CONTRIBUTIONS RECEIVABLE

Payments of contributions receivable are expected to be received as follows:

	<u>2020</u>	<u>2019</u>
Receivable in less than one year	\$ 147,000	\$ 52,000
Receivable in one to five years	<u>138,400</u>	<u>95,400</u>
Total contributions receivable	285,400	147,400
Less: Unamortized discount	(24,449)	-
Allowance for contributions receivable	<u>(105,275)</u>	<u>-</u>
	<u>\$ 155,676</u>	<u>\$ 147,400</u>

8 - INVESTMENTS

Investments are included in the following classes of net assets:

	<u>2020</u>	<u>2019</u>
With donor restrictions		
Donor restricted endowment funds	\$ 8,143,621	\$ 8,380,041
Without donor restrictions		
Board-designated endowment funds	26,327,330	24,811,191
Undesignated	<u>10,323,905</u>	<u>9,479,617</u>
	<u>\$ 44,794,856</u>	<u>\$ 42,670,849</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

8 - INVESTMENTS (Continued)

Investments are composed of the following:

	2020		2019	
	Carrying Value	Fair Value	Carrying Value	Fair Value
U.S. government bonds	\$ 1,836,728	\$ 1,926,868	\$ 2,495,182	\$ 2,492,217
Corporate bonds	2,163,430	2,334,011	2,369,383	2,330,318
Municipal bonds	495,801	511,373	456,541	579,099
Mutual funds	26,674,635	29,968,782	25,138,069	28,880,437
Real estate investment trusts	49,095	56,958	58,698	57,699
Common stock	2,833,370	3,328,429	2,710,160	2,866,096
Capital stock	-	-	25,000	25,000
Cash and money market accounts	2,037,343	2,037,343	1,148,472	1,148,472
Exchange traded funds	3,882,502	4,201,701	3,885,078	4,221,511
Partnership - Hedge funds	429,391	429,391	70,000	70,000
	<u>\$ 40,402,295</u>	<u>\$ 44,794,856</u>	<u>\$ 38,356,583</u>	<u>\$ 42,670,849</u>

Net investment return is composed of the following:

	2020	2019
Interest and dividends	\$ 1,238,681	\$ 1,126,773
Net investment gains	1,019,251	1,473,907
Investment fees	(84,837)	(60,808)
	<u>\$ 2,173,095</u>	<u>\$ 2,539,872</u>

9 - ENDOWMENT ASSETS

Endowment assets include donor restricted and Board-designated funds. Changes in endowment assets for the year ended June 30, 2020 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year	\$ 24,811,191	\$ 8,596,754	\$ 33,407,945
Investment return:			
Interest and dividends, net of fees	606,967	202,581	809,550
Net investment gains	466,119	(170,424)	295,695
Total investment return	1,073,086	32,157	1,105,245
Additions due to affiliation agreements	1,610,527	161,000	1,771,527
Appropriation for expenditure	-	(268,577)	(268,579)
Release of designation	(1,167,474)	-	(1,167,474)
End of year	<u>\$ 26,327,330</u>	<u>\$ 8,521,334</u>	<u>\$ 34,848,664</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

10 - BENEFICIAL INTEREST IN ASSETS HELD BY COMMUNITY FOUNDATION

The Foundation established two funds with the Greater Worcester Community Foundation (GWCF). These funds encourage donations from individuals, organizations, estates and trusts in addition to contributions by the Foundation. GWCF acts as custodian of the funds, and funds can only be expended by the Foundation if approved by both the Foundation's Board of Directors and GWCF's Board of Directors.

The Foundation does not have control over, or legal ownership of, these funds. However, an asset representing the fair value of this asset has been recorded in without donor restricted assets as the Foundation has the irrevocable right to its share of annual income earned on these assets.

As of June 30, 2020, the estimated fair value of the funds held by GWCF on behalf of the Foundation is \$1,061,294. Changes in the estimated value of the funds are included in the statement of activities.

11 - PROPERTY AND EQUIPMENT

Property and equipment, together with estimated useful lives, consists of the following:

	Estimated Useful Lives	2020	2019
Land	-	\$ 18,813,035	\$ 17,204,115
Buildings and improvements	20 - 40 years	150,371,298	137,962,984
Furniture and equipment	3 - 20 years	16,849,964	14,694,572
Motor vehicles	5 years	2,065,533	2,000,041
Construction in progress	-	3,840,355	1,497,431
		<u>191,940,185</u>	<u>173,359,143</u>
Less: Accumulated depreciation and amortization		<u>69,991,734</u>	<u>54,766,712</u>
		<u>\$ 121,948,451</u>	<u>\$ 118,592,431</u>

Depreciation expense was \$5,223,300 and \$5,219,600 in 2020 and 2019, respectively.

The Foundation classified a certain building as held for sale. The carrying value, which approximates fair value less cost to sell, of the building of \$3,195,999 is reported as an asset held for sale in the statement of financial position as of June 30, 2020.

12 - ADVANCES FROM THE STATE OF RHODE ISLAND

Seven Hills Rhode Island has an agreement with the State of Rhode Island to operate residential facilities and day programs. Under this agreement, the State of Rhode Island advances Seven Hills Rhode Island an amount equivalent to forty-five days funding per client at the agreed-upon per diem rate to provide cash flow for the programs. This advance has been classified as long-term debt as these funds are to be repaid to the State of Rhode Island at the termination of the agreement. However, it is anticipated that the programs will continue to operate and the State of Rhode Island will continue to provide these funds.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

13 - NOTE PAYABLE, BANK

The Foundation has a \$10,000,000 revolving credit facility with a bank secured by substantially all assets of the Foundation. Interest is charged at the LIBOR lending rate plus 200 basis points (2.17% as of June 30, 2020). The line of credit is available through March, 2021, at which time the terms and conditions of the line of credit will be reviewed. The balance outstanding on this line of credit was \$5,267,250 and \$7,180,081 as of June 30, 2020 and 2019, respectively.

14 - LONG-TERM DEBT

Long-term debt consists of the following:

	<u>2020</u>	<u>2019</u>
Bond notes payable, secured by real estate and cash flows from provider contracts:		
Due in annual installments of principal through September 2039. Interest is due monthly at a weekly rate of interest determined by the remarketing agent for each rate period to be the lowest rate on the basis of prevailing financial market conditions (3.39% as of June 30, 2020) during the life of the obligation. A letter of credit securing this note expires May 2021.	\$ 7,379,923	\$ 7,709,923
Due in annual installments of principal through September 2039. Interest is due monthly at a weekly rate of interest determined by the remarketing agent for each rate period to be the lowest rate on the basis of prevailing financial market conditions (2.97% as of June 30, 2020) during the life of the obligation. A letter of credit securing this note expires May 2021.	3,389,962	3,544,962
Due in annual installments of principal with lump sum due December 2041. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% (.14% as of June 30, 2020) during the life of the obligation.	5,512,657	6,714,607
Due in monthly payments of \$42,694, plus interest at variable rates through November 2024. Principal payments increase by approximately 5.50% annually through November 2024.	3,736,501	4,467,212
Due in annual installments of principal through May 2042. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% (.14% as of June 30, 2020) during the life of the obligation.	902,135	977,135
Due in annual installments of principal through June, 2043. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% (.14% as of June 30, 2020) during the life of the obligation.	1,268,831	1,323,998
Due in annual installments of principal through September, 2045. Interest is due semi-annually at rates increasing from 3.039% to 5.00% during the life of the obligation.	43,215,000	44,295,000
Due in annual installments of principal through September, 2045. Interest is due semi-annually at rates increasing from 3.039% to 5.00% during the life of the obligation.	4,377,157	5,202,157

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

14 - LONG-TERM DEBT (Continued)

	<u>2020</u>	<u>2019</u>
Due in annual installments of principal through October, 2047. Interest is due monthly at a fixed rate of 3.24% through October 2022. Interest rate will be adjusted December 2022 and every five years to a commensurate rate.	\$ 18,574,991	\$ 19,012,346
Borrowings under construction credit facility. Due in monthly installments of \$6,642 including interest at 9.00% through August 2032.	588,127	613,656
Non-interest bearing contingent loans from various sources to assist in development of housing projects, generally not required to be repaid unless the project fails to comply with the conditions of the loan. It is the intention of the Board of Directors and management to maintain the property as required. Loans are due at varying maturities through June 2037.	2,254,093	2,254,093
Notes payable:		
Note payable, bank, due in monthly installments of \$35,035, including interest at 3.60% through May, 2034, secured by mortgage of certain buildings. In August 2020, the Foundation sold a certain building. Proceeds were used to pay off certain long-term debt in the amount of \$4,537,511 and is included as a current maturity of long-term debt.	5,766,918	-
Note payable, bank, due in monthly installments of \$4,284 including interest at 4.55%, through June, 2034, secured by certain buildings.	529,372	-
Note payable, bank, secured by mortgage of certain buildings, due in monthly installments of principal commencing July, 2020 of \$17,715 through June, 2023, at which time the loan is due in full. Interest is LIBOR plus 2.00% (2.19% as of June 30, 2020).	<u>4,034,000</u>	<u>-</u>
	101,529,667	96,115,089
Unamortized bond premiums	1,730,027	1,967,711
Current maturities of long-term debt	(8,868,716)	(3,951,389)
Unamortized debt issuance costs	<u>(2,724,581)</u>	<u>(2,799,740)</u>
	<u>\$ 91,666,397</u>	<u>\$ 91,331,671</u>

In connection with certain note payable agreements, the Foundation has agreed to various restrictive covenants.

Maturities of long-term debt in subsequent years are as follows:

2021	\$ 8,868,716
2022	4,527,566
2023	8,102,752
2024	4,696,172
2025	5,561,587
Thereafter	<u>69,772,874</u>
	<u>\$ 101,529,667</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

15 - HEDGING INSTRUMENT

- The Foundation maintains an interest-rate risk-management strategy that uses derivative instruments to minimize significant, unanticipated earnings fluctuations caused by interest-rate volatility.

The Foundation entered into an interest rate swap agreement related to its long-term debt. The swap is utilized to manage interest rate exposures and are designated as a highly effective cash flow hedges. The differential to be paid or received on the swap agreement is accrued as interest rates change and is recognized over the life of the agreement in interest expense. The remaining swap agreement is as follows:

<u>Notional Amount</u>	<u>Interest Rate</u>	<u>Expiration Date</u>	<u>Liability Value</u>
\$ 6,501,963	1.886%	November, 2025	\$ (548,730)

Included in statement of activities is an unrealized loss of \$(325,264) and \$(273,849) relating to the change in fair value of the swap agreement for the years ended June 30, 2020 and 2019, respectively.

16 - DEFERRED COMPENSATION LIABILITY AND LIFE INSURANCE

The Foundation has deferred compensation agreements providing benefits to certain key employees commencing at retirement. Deferred compensation expense related to these agreements was \$212,879 and \$435,090 in 2020 and 2019, respectively. These amounts are required to accrue the present value of benefits at retirement.

The Foundation may make discretionary contributions to the 457(f) plan. The Foundation recorded deferred compensation expense related to the 457(f) plan of \$680,149 and \$573,886 in 2020 and 2019, respectively.

The Foundation is the owner and beneficiary of life insurance policies covering certain members of management. The policies had an aggregate cash surrender value of \$4,359,319 and \$5,105,321 at June 30, 2020 and 2019, respectively.

17 - NET ASSETS WITHOUT DONOR RESTRICTIONS

The board has designated certain assets as reserved for endowment purposes. All spending from these reserves must be approved by the governing board. See note 2 for spending policy of the endowment.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

18 - NET ASSETS WITH DONOR RESTRICTIONS

At June 31, 2020 and 2019, net assets with donor restrictions are available for the following purposes or periods:

	<u>2020</u>	<u>2019</u>
Purpose restrictions, available for spending		
Direct care services	\$ 2,792	\$ 2,792
Scholarships	1,457	1,457
Treatment fund	42,468	42,468
Early learning center program	4,000	4,000
Capital campaign	1,033,648	-
BRACE	12,842	-
PPT program	24,335	-
Kenya project	7,229	-
Other	20,888	-
Fairlawn psychiatrist	16,319	-
Total purpose restricted net assets	<u>1,165,978</u>	<u>50,717</u>
Time restrictions		
Contributions receivable, which are unavailable for spending until due, some of which are also subject to purpose restrictions	<u>155,676</u>	<u>147,400</u>
Endowment funds, which must be appropriated by the Board of Directors before use		
Children's Aid and Family Services operating activities (original amount of \$216,713)	216,713	216,713
Academic and residential program support (original amount of \$355,263)	3,549,845	3,836,840
Children's Friend operating activities (original amount of \$3,492,117)	4,593,776	4,543,201
Dynamy fund (original gifts of \$11,000)	11,000	-
Cottage Hill Academy (original gifts of \$150,000)	150,000	-
Total endowment funds managed by the Foundation	<u>8,521,334</u>	<u>8,596,754</u>
Total net assets with donor restrictions	<u>\$ 9,842,988</u>	<u>\$ 8,794,871</u>

During 2020 and 2019, net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of other events specified by donors as follows:

	<u>2020</u>	<u>2019</u>
Purpose restrictions:		
Operating:		
Investment return appropriated for expenditure	\$ 268,577	\$ 282,912
Operating activities	<u>55,000</u>	<u>-</u>
	323,577	282,912
Non-operating:		
Expenditures for property and equipment	<u>42,000</u>	<u>638,860</u>
	<u>\$ 365,577</u>	<u>\$ 921,772</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

19 - STATE SURPLUS REVENUE RETENTION

The Commonwealth of Massachusetts has regulations governing the excess of state revenue over expenses for not-for-profit organizations subject to the Division of Purchased Services' Authority. Such a surplus, up to 20% of current year state revenue, shall be retained by the organization for its charitable purposes. If an organization has a surplus in excess of the 20% rule, the Commonwealth may stipulate the use of such excess by the Foundation, request the return of the surplus to the state, or reduce state funding in future years. Amounts within the 20% rule are included in net assets. Any amount in excess of these rules is owed to the Commonwealth. Through June 30, 2020, the Foundation did not have surpluses in excess of the 20% rule.

20 - CONCENTRATION

The Foundation receives a significant portion of its support and revenue from the Commonwealth of Massachusetts, Department of Developmental Services and Department of Early Education and Care. Total support and revenue included the following:

	<u>2020</u>	<u>2019</u>
Department of Developmental Services	\$ 93,626,056	\$ 92,580,022
Department of Early Education and Care	51,361,769	36,199,720

21 - STATEMENT OF CASH FLOWS

Supplemental disclosure of cash flows information is as follows:

	<u>2020</u>	<u>2019</u>
Cash paid during the year for interest	\$ 4,208,281	\$ 4,380,090

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the statement of cash flows.

	<u>2020</u>	<u>2019</u>
Cash	\$ 9,753,634	\$ 8,970,515
Deposits with trustees, cash and cash equivalents	<u>6,984,808</u>	<u>7,482,471</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 16,738,442</u>	<u>\$ 16,452,986</u>

22 - LEASES

The Foundation leases office equipment, motor vehicles and certain property, plant, and equipment under various lease agreements classified as operating leases for financial statement purposes.

Lease expense was \$2,529,239 and \$1,465,851 in 2020 and 2019, respectively.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

22 - LEASES (Continued)

Future minimum lease payments under these operating leases are as follows:

Year Ending	<u>Operating</u>
2021	\$ 2,285,270
2022	1,789,724
2023	1,204,095
2024	575,004
2025	143,963
Thereafter	<u>1,455</u>
Total minimum lease payments	<u>\$ 5,999,511</u>

23 - RETIREMENT PLAN

The Foundation has a 403(b) retirement plan covering substantially all employees. The Foundation made matching contributions to the plan in the amount of \$953,524 and \$863,642 in 2020 and 2019, respectively.

24 - FAIR VALUE MEASUREMENTS

The Foundation reports fair value measures of its assets and liabilities using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The asset or liability's measurement within the fair value hierarchy is based on the lowest level of input that is significant to the measurement. The three levels of inputs used to measure fair value are as follows:

Level 1: Valuation is based on quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2: Valuation is based on observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Valuation is based on unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

When available, the Foundation measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value. However, level 1 inputs are not available for many of the assets and liabilities that the Foundation is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

The primary uses of fair value measures in the Foundation's financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable;
- recurring measurement of deposits with trustees;
- recurring measurement of endowment and long-term investments;
- recurring measurement of beneficial interests in assets held by community foundation; and
- recurring measurement of hedging instruments.

Determination of fair value

Following is a description of the valuation methodologies used for items measured at fair value. There have been no changes in the methodologies used during the year ended June 30, 2020.

U.S. Government bonds, corporate and municipal bonds: Determined using contractual cash flows and the interest rate determined by the closing bid price on the last business day of the fiscal year if the same or the obligation with a similar maturity is actively traded.

Mutual funds and real estate investment trusts: Valued at the daily closing price as reported by the securities. Securities held by the Foundation are open-ended funds that are registered with the SEC. These funds are required to publish their net asset value (NAV) and to transact at this price. The securities held by the Foundation are deemed to be actively traded.

Common stock and cash and money market accounts: Valued at the NAV of shares held by the Foundation at year-end. NAV is valued at the closing price reported in the active market in which individual securities are traded.

Capital stock: Valued by the issuing company's board of directors. This stock is not actively traded.

Exchange traded funds: Determined by the published closing price on the last business date of the fiscal year.

Beneficial interest in assets held by community foundation: The Foundation estimates the fair value based on the value of the original deposits plus allocated income as calculated and reported by Greater Worcester Community Foundation (GWCF). The Foundation has evaluated the valuation policies of GWCF and the reported value of its holdings as of the statement of financial position date and believes that the reported value is reasonable and reflects the value at which the Foundation can redeem its holdings.

Hedging instrument: Valued using both observable and unobservable inputs, such as quotations received from counterparty, dealers or brokers, whenever available and considered reliable. In instances where models are used, the value of the interest rate swap depends upon the contractual terms of, and specific risks inherent in, the instrument as well as the availability and reliability of observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, assumptions for nonperformance risk and correlations of such inputs.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

The Foundation's financial assets that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2020 as follows:

	Level 1	Level 2	Level 3	Total
Investments				
U.S. Government bonds	\$ -	\$ 1,926,868	\$ -	\$ 1,926,868
Corporate bonds	-	2,334,011	-	2,334,011
Municipal bonds	-	511,373	-	511,373
Mutual funds	29,968,782	-	-	29,968,782
Real estate investment trusts	56,958	-	-	56,958
Common stock	3,328,429	-	-	3,328,429
Cash and money market accounts	2,037,343	-	-	2,037,343
Exchange traded funds	4,201,701	-	-	4,201,701
Total investments within the fair value hierarchy	<u>39,593,213</u>	<u>4,772,252</u>	<u>-</u>	<u>44,365,465</u>
Investments measured at net asset value				<u>429,391</u>
Total investments				<u>44,794,856</u>
Deposits with trustees				
Cash and cash equivalents	6,984,808	-	-	6,984,808
U.S. Government bonds	-	1,472,550	-	1,472,550
Total deposits with trustees	<u>6,984,808</u>	<u>1,472,550</u>	<u>-</u>	<u>8,457,358</u>
Beneficial interest in assets held by community foundation	-	-	1,061,294	1,061,294
Total recurring fair value measurements	<u>\$ 46,578,021</u>	<u>\$ 6,244,802</u>	<u>\$ 1,061,294</u>	<u>\$ 54,313,508</u>

The Foundation's financial liabilities that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2020 as follows:

	Level 1	Level 2	Level 3	Total
Hedging instrument	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (548,730)</u>	<u>\$ -</u>

A reconciliation of assets (liabilities) measured at fair value using significant unobservable inputs (Level 3) follows:

Beginning balance	\$ (223,466)
Total unrealized loss included in changes in net assets	<u>(325,264)</u>
Ending balance	<u>\$ (548,730)</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

The Foundation's financial assets that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2019 as follows:

	Level 1	Level 2	Level 3	Total
Investments				
U.S. Government bonds	\$ -	\$ 2,492,217	\$ -	\$ 2,492,217
Corporate bonds	-	2,330,318	-	2,330,318
Municipal bonds	-	579,099	-	579,099
Mutual funds	28,880,437	-	-	28,880,437
Real estate investment trusts	57,699	-	-	57,699
Common stock	2,866,096	-	-	2,866,096
Capital stock	-	-	25,000	25,000
Cash and money market accounts	1,148,472	-	-	1,148,472
Exchange traded funds	4,221,511	-	-	4,221,511
Total investments within the fair value hierarchy	37,174,215	5,401,634	25,000	42,600,849
Investments measured at net asset value				70,000
Total investments				42,670,849
Deposits with trustees				
Cash and cash equivalents	7,482,471	-	-	7,482,471
U.S. Government bonds	-	1,472,550	-	1,472,550
Total deposits with trustees	7,482,471	1,472,550	-	8,955,021
Total recurring fair value measurements	\$ 44,656,686	\$ 6,874,184	\$ 25,000	\$ 51,625,870

As disclosed in Note 2, the Foundation voted to approve an affiliation agreement with Family Service Organization of Worcester, Inc. and Affiliate effective January 1, 2020. On the date of affiliation agreement, Family Service Organization of Worcester, Inc. and Affiliate's financial assets (liabilities) were measured at fair value on a non-recurring basis and were recorded using the fair value hierarchy as follows:

	Level 1	Level 2	Level 3	Total
Assets				
Cash	\$ 56,599	\$ -	\$ -	\$ 56,599
Accounts receivable	-	152,369	-	152,369
Prepaid expenses and other assets	-	12,744	-	12,744
Investments	369,709	-	-	369,709
Property and equipment, net	-	-	3,453	3,453
Total Assets	\$ 426,308	\$ 165,113	\$ 3,453	\$ 594,874
Liabilities				
Note payable, bank	\$ -	\$ (205,200)	\$ -	\$ (205,200)
Accounts payable	-	(237,877)	-	(237,877)
Accrued and other liabilities	-	(217,290)	-	(217,290)
Total Liabilities	\$ -	\$ (660,367)	\$ -	\$ (660,367)

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

As disclosed in Note 2, the Foundation voted to approve an affiliation agreement with Youth Opportunities Upheld, Inc. effective April 1, 2020. On the date of affiliation agreement, Youth Opportunities Upheld, Inc.'s financial assets (liabilities) were measured at fair value on a non-recurring basis and were recorded using the fair value hierarchy as follows:

	Level 1	Level 2	Level 3	Total
Assets				
Cash	\$ 1,965,354	\$ -	\$ -	\$ 1,965,354
Accounts receivable	-	2,590,454	-	2,590,454
Contributions receivable	-	105,276	-	105,276
Prepaid expenses and other assets	-	815,491	-	815,491
Assets held for sale	3,195,999	-	-	3,195,999
Investments	1,240,817	-	-	1,240,817
Property and equipment, net	-	-	6,126,277	6,126,277
Beneficial interest in trust	-	-	971,407	971,407
Total Assets	\$ 6,402,170	\$ 3,511,221	\$ 7,097,684	\$ 17,011,075
Liabilities				
Note payable, bank	\$ -	\$ (1,500,000)	\$ -	\$ (1,500,000)
Long-term debt	-	(6,230,155)	-	(6,230,155)
Accounts payable	-	(441,044)	-	(441,044)
Accrued and other liabilities	-	(2,376,403)	-	(2,376,403)
Total Liabilities	\$ -	\$ (10,547,602)	\$ -	\$ (10,547,602)

There were no significant transfers between the levels during the year. The Foundation's policy is to recognize transfers in and out of the levels at the end of the fiscal year; interim changes in the availability of fair value inputs are not recognized.

As disclosed in footnote 2 to the financial statements, the Foundation estimates the fair value of its investments in certain entities using the net asset value per share of the investment. Further information about these investments is presented below.

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Alternative investments (a)	\$ 429,391	\$ -	Semi-annual	30 - 90 days

- (a) This fund invests across primary, secondary, and direct co-investments in an attempt to build a portfolio that is diversified across vintage years as well as segments of the private equity market (buyout, growth equity, venture, and credit). The Fund seeks to deploy capital more quickly than traditional fund of funds portfolios while mitigating the J-curve and limiting fees through the use of secondary and direct investment. The fair value of the investments in this category has been estimated using the net asset value per share of the investments.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

25 - CONCENTRATIONS OF RISK

The Foundation's investments are subject to various risks, such as interest rate, credit, and overall market volatility risks. Further, because of the significance of the investments to the Foundation's financial position and the level of risk inherent in most investments, it is reasonably possible that changes in the values of these investments could occur in the near term and such changes could materially affect the amounts reported in the financial statements.

26 - COMMITMENTS AND CONTINGENCY

The Foundation has claims and pending legal proceedings. The proceedings are, in the opinion of management, routine matters incidental to the normal business conducted by the Foundation. In the opinion of management, such proceedings are not expected to have a material adverse effect on the Foundation's financial position, results of operations or cash flows.

The Foundation has signed non-interest bearing facilities consolidation promissory notes with the Community Economic Development Assistance Corporation that are secured by real estate. The terms of the agreements require the Foundation to hold the properties for a period of 30 years. In the event the Foundation disposes of these properties prior to the required timeframe, the entire principal balance(s) will become due.

As of year-end, the Foundation had approximately 182 employees who are represented by Local 5068, United Nurses & Allied Professionals. The Foundation had negotiated a one year contract extension through June 2021.

The contracts with the states have been expended according to their respective terms contained in the agreements and are subject to possible final audit determination by certain governmental agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the combined financial position of the Foundation as of June 30, 2020, or on the changes in net assets for the year then ended.

The Foundation entered in a severance agreement with a key employee. The agreement requires payment upon terminating events as defined. As of June 30, 2020, no such events had occurred and the Foundation had not recorded any obligation for this agreement.

27 - RELATED-PARTY TRANSACTIONS

Contributions included \$68,970 from members of the Foundation's Board of Directors for the year ended June 30, 2020.

The Foundation had the following balances and transactions with its unconsolidated affiliates:

	2020	2019
Accounts payable	\$ 40,221	\$ 3,490
Expenditures for property, plant and equipment	152,276	166,507

The Foundation has a 6.96% ownership in an unconsolidated affiliate which is the investment advisor for certain investments. Investment fees paid were \$9,765 and \$13,913 in 2020 and 2019, respectively.

In June 2018, the Seven Hills Family Services, Inc. affiliate entered into a long-term service and supports community partner agreement. This affiliate is doing business as Massachusetts Care Coordination Network under this agreement.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

28 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 29, 2020, which is the date the financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

In July 2020, the Foundation entered into a long term lease agreement for certain office space that will be accounted for as an operating lease. Future minimum annual payments under the lease range from \$465,016 to \$580,741 through 2030.

In August 2020, the Foundation sold a certain building that was originally acquired for the Cottage Hill Academy program under Youth Opportunities Upheld, Inc., an affiliate of the Foundation, and was accounted for as assets held for sale on the statement of financial position. The Foundation sold the assets for \$3,195,999, which resulted in no gain. Proceeds were used to pay off certain long-term debt in the amount of \$4,537,511.

29 - RECLASSIFICATION

Certain amounts in the 2019 comparative information have been reclassified to conform with the 2020 presentation. Such reclassifications had no effect on the change in net assets as previously reported.



Executive Committee
(Effective January 1, 2021)

John N. Altomare, Esq., Chair

Deborah J. Needleman, Secretary/Clerk

Dr. Charles P. Conroy, Vice Chair

Dr. Tammy Murray, Member-at-Large

Dr. David A. Jordan, President

Robert L. Mahar, Member-at-Large 10

Raymond L. Quinlan, Treasurer

PROFILE

Private Not-For-Profit Vice President successful at building high-performance teams and leading sophisticated treatment program with budget up to \$15 million. Organized and detailed-oriented professional with more than fifteen years experience in the human services field. Skilled at establishing operational excellence, translating conceptual models into specific growth strategies, establishing systems for outcome delivery and building relationships. Effective at cultivating and building productive and responsive relationships within the social services and special education community.

Core Competencies

- Provides vision, direction, inspiration and motivation necessary to ensure the agency's success.
- Ensures that staff are properly selected, supported, nurtured and guided.
- Contributes to the dialogue, vision and direction of the pertinent national or local communities
- Ensures proper care and development of the agency's history, culture, reputation and image.
- Ensures adoption of and adherence to appropriate values and ethical standards in all agency business.
- Collaborates with other private and/or public agencies for greater social impact.
- Makes decisions that result in efficient and effective agency functioning.
- Establishes accountability standards and systems that track the agency's effectiveness and impact.

Career Track

Stetson School, Inc. (An Affiliate of the Seven Hills Foundation)—a 102 bed Chapter 766 Special Education Residential School specializing in the education and treatment of males ages 9-21.

Highlights:

- Effectively managed the agency's reorganization following a period of declining census.
- Successfully led the program through a new state procurement process resulting in the awarding of new program models.
- Secured new out of state markets to allow for increased census.
- Improved customer relations with all markets.
- Enhanced/developed highly specialized treatment program and promoted the model in 12 different states.
- Successfully led the program through a national reaccreditation process
- Drastically improved relationships with state regulators and funders.
- Successfully integrated programmatic functions following merger with Seven Hills Foundation.
- Implemented robust data collection methods to track incidents of safety/risk.
- Designed/Implemented Animal Assisted Therapy program

Progression:

Vice President.....2014 to Present
Assistant Vice President/Program Director.....2011 to 2014
Unit Director.....2011 to 2011

Originally hired as a Unit Director of our Alternative Learning Program students. Promoted within six months to lead the organization through its efforts to stabilize student census and improve the organizations standing in the provider community. In this role I was directly accountable to the Chief Executive Officer and ultimately responsible for the quality, consistency, continuity, and management of all programs and services, human resources, marketing and admissions, information technology, project management, program quality improvement, licensing and accreditation as well as facility operations of the organization.

Previously employed by The Key Program, Inc. from 2001 through 2011. Over my ten year career at Key, I was progressively promoted and left the organization as the Program Supervisor. In this role, supervised the day-to-day operation of adolescent male Group Home and Alternative Lock-Up Program. Responsible for all aspects of program management, clinical coordination, administrative and continuous quality improvement as well as revenue and budget expenditures. Responsible for the recruiting, orienting, training and supervision of twenty staff. Oversight of all aspects of staff performance, evaluation, discipline, mediation of staff disputes. Collaboration with various state agencies including the Department of Children and Families, Department of Youth Services, Executive Office of Public Safety and Juvenile Probation.

Education/Affiliations

- *Juris Doctorate*, University of Massachusetts School of Law
- *Master of Science-Organizational Management/Leadership*, Springfield College
- *Bachelor of Science-Political Science/Criminal Justice*, Southern Utah University

- Massachusetts Association of Approved Private Schools (MAAPS)
- National Association of Private Special Education Centers (NAPSEC)
- Massachusetts Adolescent Sexual Offender Coalition (MASOC)
- Department of Early Education and Care-restraint regulation committee (DEEC)
- Department of Children and Families-Adolescent Breakthrough Series Member (DCF)

Presentations/Exhibits

- Allred, J., Gulmi, S., Lafountain, M., Dickie, T., Lewis, J. (2015). **Normalizing Community Involvement for At-Risk Youth While Also Maintaining Individual and Community Safety.** Panel presentation offered at the MASOC conference.
- Allred, J., Balsler, A., Gulmi, S. (2015). **Animal Assisted Therapy: A Stetson School Approach.** National Webinar sponsored by Partlow Insurance Company via the National Association of Private Special Education Centers (NAPSEC).
- Allred, J., Lafountain, M. (2015). **Implementation of the Massachusetts Departments of Children and Families and Mental Health Caring Together Initiative.** Training/Discussion regarding the implementation requirements for Caring Together with the Seven Hills Foundation's new Caring Together Medically Intensive Group Home.

Adolescent Males. Training/Discussion presented to the Illinois Department of Education regarding Stetson's broad range of treatment programming.

- Allred, J., O'Brien, S. (2014). **Youthful Offenders: A Residential Treatment Approach.** Panel presentation offered at the Westchester County New York Department of Children and Families.
- Allred, J., Brennan, M., Holden, N., Lefemine, F., Sabourin, J. (2014). **From 911 to "Juvie."** Panel presentation/discussion on the importance of Residential Programs building positive relationships with law enforcement, and understanding the process if students become involved in those systems. Presentation held at the Massachusetts State Police Academy and organized through the Massachusetts Association of Approved Private Schools (MAAPS).
- Allred, J., Lafountain, M. (2014). **Implementation of the Medication Administration Program for programs contracted with the Massachusetts Department of Children and Families.** Panel Presentation to the South Central office of the Department of Children and Families social workers on how MAP has been implemented to DCF funded programs.
- Allred, J., O'Brien, S. (2014). **Transitional Age Youth Planning.** Panel presentation to the Delaware Probation Department on Stetson School's development and implementation of Transitional Services/Planning for youth ages 16-21.
- Allred, J., O'Brien, S. (2013). **Transitioning Juvenile Sexual Offenders into the Community.** Presentation to the Maryland Department of Human Resources on Stetson's approach to transition planning for high risk youth.
- Allred, J., O'Brien, S. (2013). **Assessing Risk Factors for Youthful Offenders.** Presentation to the New Hampshire Department of Children Youth and Families on the assessment of risk for youthful offenders.
- Allred, J., O'Brien, S. (2013). **Educating and Treating High Functioning Autism Spectrum Youth With High Risk Behaviors.** Presentation to the Virginia Department of Children and Families
- Allred, J., O'Brien, S. (2013). **Assessing Risk Factors for Youthful Offenders.** Presentation to the Vermont Department of Children Youth and Families on the assessment of risk for youthful offenders.
- Allred, J., O'Brien, S. (2012). **Education, Treatment and Community Integration.** Presentation to the Westchester County New York Probation Department.
- Allred, J., O'Brien, S., (2012). **Transition Planning for Youth with Behavior Disorders.** Presentation to Delaware Probation and Delaware Juvenile/Family Court.
- Allred, J. O'Brien, S., (2012). **Internal Investigation Strategies for Residential Programs.** Presentation to Westchester County Department of Social Services Provider Network.
- Allred, J. O'Brien, S., (2011). **Introduction to Stetson School.** Presentation to Connecticut Department of Children and Families.

REFERENCES FURNISHED UPON REQUEST

Sally L. Gulmi

CAREER OBJECTIVE

Clinical Director

EXPERIENCE

NORTHEAST CENTER FOR YOUTH AND FAMILIES – June 2012-present – Easthampton, MA: Clinical Director

Responsible for the overall coordination of clinical care throughout the Agency. Member of the Management and Leadership Team. Ensure a clinical voice throughout the agency. Chair of Agency's "Think Tank" committee, which formulates the Agency's clinical mission statement based on best practice. Apply the gains and practices of my work in previous positions to all of the Agency's service areas. Create a continuum of care, from residential to foster care to outreach or in-home placement. Support and supervise clinical staff through trainings and consultation to implement the new behavioral model for residential care. Steering committee for STEP project, based upon training clinicians in the TF-CBT clinical trauma-based model. Train and supervise clinicians and interns and ensure their use of best practice. Develop and supervise training for foster parents, biological families. Responsible for the selection and implementation of an assessment tool for all clients entering care at the Agency. Coordinate nursing and psychiatric care for all service areas. Engage stakeholders and providers; act as Agency's representative in meetings and interactions with providers. Intervene as necessary, particularly in complex cases.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – December 2011-June 2012 – Easthampton, MA: Interim Clinical Director of Residential Services

Responsible for restructuring service delivery, including a reformulation of policies and procedures in order to best meet therapeutic needs of clients. Responsible for shaping and implementing a comprehensive continuum of care model to best meet the clinical needs of clients in residential and foster care services. Responsible for supervision of clinicians, providing guidance, support, and instruction in their work with our complex clients, including formulating both individual and global plan to advance clinical vision. Responsible for administrative management, support, and leadership. Member of Agency's Leadership Team.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – January 2008-June 2012 – Easthampton, MA: Clinical Director of Foster Care

Responsible for clinical supervision and oversight of clinical services, inclusive of development of treatment plans, i.e. formulating comprehensive treatment plans, assessment of needs to implementation of specialized therapeutic care, written psycho-socials, risk evaluations as needed, to best meet the goals and expectations of clients and providers. Lead, schedule, and guide the protocol of weekly clinical rounds within 45 days of placement. Responsible for formulating clinical policy and procedures. Responsible for developing clinical vision and clinical direction of the service area. Responsible for implementation of best practice model of integrated case management and clinical care. Oversee and support the management of psycho-pharmaceutical needs of clients, including consultation with psychiatrist and nurse. Engage with our providers on an ongoing basis. Guide and support professional development and skills of clinicians as and case managers for whom supervision is also provided. Responsible for addressing complex educational placements and making recommendations to members of both internal and external care providers. Establish effective lines of communication with providers as well as legal guardians, legal teams, foster parents, educational teams, and community supports, to best articulate Agency and service area specific policies and procedures, to maintain the integrity of our philosophical goals. Provide active oversight while continuing to enhance and inform the care of clients with sexually problematic behaviors, as well as educate the larger community both internally and externally about our population's clinical presentations. Responsible for administrative management, support, and leadership. Advocate for best clinical practice with acute consideration of the need to bridge best clinical practice with the stakeholder realities. Member of Agency's Leadership Team.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – April 2003-January 2008 - Easthampton, MA: Clinician
Program Clinician for adolescent girls and adolescent boys. Responsible for clinical services inclusive of case management, groups, and individual therapy.

LAKE GROVE AT MAPLE VALLEY – April 2002-April 2003 - Wendell, MA: Clinician
Clinician for adolescent boys with significant behavioral issues. Responsible for individual, group, and family therapy.

HAMPSHIRE REGIONAL SCHOOL DISTRICT – September 2001-March 2002 - Westhampton, MA: District
Tutor/Counselor
Taught a ninth-grade girl English, Math, and Earth Science as well as acted as her counselor.

HAMPSHIRE REGIONAL SCHOOL DISTRICT– September 2000-June 2001 - Westhampton, MA: Tutor
Tutor for an eighteen-year-old boy with muscular dystrophy. Subjects taught: English, Math, Sociology, and Psychology.

HAMPSHIRE REGIONAL SCHOOL DISTRICT – January 2000-June 2000 – Westhampton, MA: Tutor/Counselor
Counselor and tutor for a seventh-grade student. Subjects taught: Math, History, Science, and English.

EDUCATION

University of Massachusetts - Amherst, Massachusetts
Doctoral Candidate, 1994: Cultural Diversity of Adolescent Girls (coursework completed, proposal accepted)

St. Lawrence University - Canton, New York
Masters of Education, 1977: Counseling Psychology

Potsdam State University - Potsdam, NY
Bachelor of Arts, 1974

AFFILIATIONS

TF-CBT, Steering Committee Member
NoFIRES (Northwestern District Attorney's Office initiative), Development Committee Member
MASOC, Member
Foster Family-based Treatment Association (FFTA), Member

ELECTED POSITIONS

Williamsburg School Committee, Member – 1990-1996 – Williamsburg, MA
Williamsburg School Committee, Chair – 1994-1996 – Williamsburg, MA
Hampshire Regional School Committee, Advisory Board – 1994-1996 – Westhampton, MA
Hampshire Regional School Committee, Member – 1996-2000 – Westhampton, MA
Hampshire Regional School Committee, Superintendent Search Committee – Westhampton, MA

References Available Upon Request

Stetson School, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joseph Allred	Vice President	\$158,406	18%	\$28,513
Sally Gulmi	Assistant Vice President	\$92,359	18%	\$16,825

Subject: Residential Treatment Services for Children's Behavioral Health



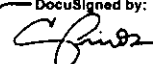
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Webster House		1.4 Contractor Address 135 Webster Street, Manchester, NH 03104	
1.5 Contractor Phone Number (603) 622-8013 Ext: 2	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,116,692
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/14/2021		1.12 Name and Title of Contractor Signatory Michelle O'Malley CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding, any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 6/14/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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- 1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.
 - 1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.
 - 1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.
- 1.12. Collaborative Care**
- 1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.
 - 1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.
 - 1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.
 - 1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DS <i>MB</i>

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Reserved				
Level of Care 2, Intermediate Treatment	Webster House	Manchester, NH	19	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Level of Care 2, Intermediate Treatment**

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs.

2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

2.6.2.2. Supervision dependent on the need of the individual and program model.

2.6.2.3. Community Supports

2.6.2.4. Access to public school education or alternative approved educational setting

2.6.2.5. Specialized social services

2.6.2.6. Behavior management,

2.6.2.7. Recreation

2.6.2.8. Clinical Services

2.6.2.9. Family Services

2.6.2.10. Vocational Training

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- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8
 - 2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.
 - 2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.
 - 2.6.3.2.2. Medical Care
 - 2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

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2.6.3.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or

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supporting individuals pursuing higher education or independent living with the following but not limited to:

- 2.6.5.4.1. Transitional Services.
- 2.6.5.4.2. Vocational Services.
- 2.6.5.4.3. Formal Education.
- 2.6.5.4.4. Training Programs.
- 2.6.5.4.5. Independent Living Skills.

- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

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- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.7. Reserved
- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

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3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Webster House

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	1:6
Direct Care 2nd shift	Milieu 1:4	1:6
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:10
Clinical Ratio	1:10	1:20
Family Worker	1:8	Not allocated (see case manager)
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	1:10
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available,	1 position

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	based on client needs	
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.4.1.2.1. Maternity;

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

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5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)

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Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

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5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

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- 6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:
 - 6.2.1.1. Reduced use of psychiatric and other residential treatment.
 - 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
 - 6.2.1.3. Reduced use of emergency departments and other physical health services.
 - 6.2.1.4. Reduced use of out of district placement for school.
 - 6.2.1.5. Increased school attendance and attainment.
 - 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

- 7.1. Impacts Resulting from Court Orders or Legislative Changes
 - 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 7.3. Credits and Copyright Ownership
 - 7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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**New Hampshire Department of Health and Human Services
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- 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 4.1.1.

Program - Level 2	
Residential for eligible youth per day	\$172.44

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



129 Pleasant Street
Concord, NH 03301

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$2,116,692.00
 - 4.5.2. SFY 22: \$705,564.00
 - 4.5.3. SFY 23: \$705,564.00
 - 4.5.4. SFY 24: \$705,564.00
- 5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
- 6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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EXHIBIT C**



year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials MS
Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/14/2021

Date

DocuSigned by:

 Name: Michelle O'Malley
 Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/14/2021

Date

DocuSigned by:

Michelle O'Malley

Name: Michelle O'Malley

Title: CEO

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Vendor Initials

6/14/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/14/2021

Date

DocuSigned by:
Michelle O'Malley
Name: Michelle O'Malley
Title: CEO

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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions; to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS
MO

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:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Michelle O'Malley

Name: Michelle O'Malley

Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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MO

Contractor Initials



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/2021

Date

DocuSigned by:
Michelle O'Malley
Name: Michelle O'Malley
Title: CEO

Contractor Initials MO
Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services

Exhibit I

- 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



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate possesses

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Contractor Initials

MA

6/14/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

 The State by:
Katja Fox

 Signature of Authorized Representative
 Katja Fox

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 6/14/2021

 Date

Webster House

 Name of the Contractor
Michelle O'Malley

 Signature of Authorized Representative
 Michelle O'Malley

 Name of Authorized Representative
 CEO

 Title of Authorized Representative
 6/14/2021

 Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Michelle O'Malley

Name: Michelle O'Malley

Title: CEO

Contractor Initials MO
Date 6/14/2021

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08-340-1158

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

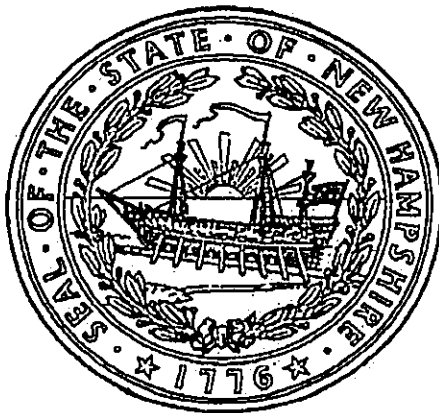
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEBSTER HOUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 25, 1897. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68720

Certificate Number: 0005379729



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Edward Ithier, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Webster House
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 10, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michelle O'Malley, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Webster House to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/10/21

Edward Ithier
Signature of Elected Officer
Name:
Title:



**Granite State Healthcare
and Human Service Trust**

PO Box 4197
Concord, NH 03302-4197

Issue Date: Jan 29, 2021

This certificate is issued as a matter of information only
and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter
the coverage afforded by the policies below.

Certificate Holder

The Webster House
135 Webster Street
Manchester, NH 03104

Certificate of Insurance

Companies Affording Coverage

Company Granite State HC&HS Trust
Letter A

Company Midwest Employers Casualty Corp.
Letter B

This policy is effective at 12:00 am on 02/01/2021, and will expire at 12:01 am on 02/01/2022.

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS
A: Workers' Compensation & Employer's Liability				
Granite State HC&HS Trust	HCHS20210000448	02/01/2021	02/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Limit \$1,000,000 E.L. Disease-Each Emp \$1,000,000
B: Excess Insurance				
Midwest Employers Casualty Corp.	EWCO09477	02/01/2021	02/01/2022	Workers' Compensation Statutory Employer's Liability \$1,000,000

Description of Operations

Officers Excluded

Member

The Webster House
135 Webster Street
Manchester, NH 03104

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Authorized Representative

Jan 29, 2021

Date

Mission Statement

The Webster House exists to meet a condition that is prevalent in New Hampshire: that being troubled youth who are unable to live at home for some time. We are committed to a person-centered program that offers a firm structure to youth to stabilize their lives, resolve issues and encourage personal growth. We are pragmatic in our approaches. Experience has taught us that love and kindness need to be provided in close conjunction with routine, firmness and structure. Our goal is to prepare our residents for adult life, recognizing fully that this is ultimately up to the youths themselves.

Our intent is to address four areas of a youth's life:

Physical: by providing a safe home.

Social: by applying the norms of society.

Personal: through counseling, activities, and a wide range of interpersonal relationships.

Family: by rebuilding the bonds and reuniting the family.

We provide a home; we provide the opportunities for counseling, education, and activities; we provide the atmosphere in which adult-child relationships can be rebuilt and created. Within this structure, the direction, kindness, and commitment of caring adults can help a troubled youth grow up

WEBSTER HOUSE
FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2019 AND 2018

**F.G. BRIGGS, JR., CPA
PROFESSIONAL ASSOCIATION**

*Ninety Eight Salmon Street
Manchester, New Hampshire 03104*

FREDERICK G. BRIGGS, JR., CPA
ABBY T. DAWSON, CPA
DIANE M. RONAN, CPA
AMY B. MAILHOT, CPA

TELEPHONE: 603-688-1340
FAX 603-688-6751
WWW.FGBRIGGSJRCPA.COM

MEMBERS OF THE
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

September 14, 2020

To the Board of Directors of
Webster House

We have audited the accompanying financial statements of Webster House (a nonprofit organization), which comprise the statements of financial position as of December 31, 2019 and 2018, the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.


An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of

significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Webster House as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



F. G. BRIGGS, JR., CPA
PROFESSIONAL ASSOCIATION

WEBSTER HOUSE
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Assets		
Cash and equivalents	\$ 248,252	\$ 400,066
Accounts receivable	46,320	71,472
Grants receivable	10,000	20,000
Prepaid expenses	5,923	5,727
Endowment assets	6,406,758	5,416,730
Beneficial interests in perpetual trusts	179,565	157,305
Land, building and equipment, net	<u>557,160</u>	<u>584,225</u>
TOTAL ASSETS	<u>\$ 7,453,978</u>	<u>\$ 6,655,525</u>

LIABILITIES AND NET ASSETS

	<u>2019</u>	<u>2018</u>
Liabilities		
Accrued expenses	\$ 22,960	\$ 21,746
Accounts payable	<u>8,414</u>	<u>9,308</u>
Total Liabilities	<u>31,374</u>	<u>31,054</u>
Net Assets		
Net assets without donor restrictions	<u>1,814,328</u>	<u>1,844,595</u>
Net assets with donor restrictions		
Purpose restricted	749,500	593,489
Perpetual in nature	<u>4,858,776</u>	<u>4,186,387</u>
Net assets with donor restrictions	<u>5,608,276</u>	<u>4,779,876</u>
Total Net Assets	<u>7,422,604</u>	<u>6,624,471</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,453,978</u>	<u>\$ 6,655,525</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	\$ 233,636	\$ 395,602
Fees and grants from governmental agencies	833,808	783,213
Investment income (loss)	152,033	(119,969)
Charitable gaming	29,522	37,351
Special event, net of direct expenses in the amounts of \$10,513 for 2019 and \$9,166 for 2018	24,498	25,292
Total Unrestricted Support, Revenues and Gains	<u>1,273,497</u>	<u>1,121,489</u>
Net Assets Released from Restrictions	<u>126,921</u>	<u>108,766</u>
Total Unrestricted Support, Revenues, Gains and Reclassifications	<u>1,400,418</u>	<u>1,230,255</u>
Expenses		
Program Services		
Room, board, care and support	<u>1,216,394</u>	<u>1,229,938</u>
Supporting Services		
Fundraising	39,646	40,612
Management and general	174,645	163,076
Total Supporting Services	<u>214,291</u>	<u>203,688</u>
Total Expenses	<u>1,430,685</u>	<u>1,433,626</u>
Change in Net Assets without Donor Restrictions	<u>(30,267)</u>	<u>(203,371)</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	109,268	43,815
Investment income (loss)	846,053	(327,179)
Total Donor Restricted Support, Revenues and Gains	<u>955,321</u>	<u>(283,364)</u>
Net Assets Released from Restrictions	<u>(126,921)</u>	<u>(108,766)</u>
Change in Net Assets with Donor Restrictions	<u>828,400</u>	<u>(392,130)</u>
Change in Net Assets	<u>798,133</u>	<u>(595,501)</u>
Net Assets, Beginning of Year	6,624,471	7,219,972
Net Assets, End of Year	<u>\$ 7,422,604</u>	<u>\$ 6,624,471</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2019

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund- raising	Management and General	Total Supporting Services	2019
Employee Compensation					
Salaries	\$ 786,878	\$ 18,299	\$ 109,797	\$ 128,096	\$ 914,974
Payroll taxes	65,126	1,515	9,087	10,602	75,728
Benefits - group health	100,783	2,344	14,062	16,406	117,189
	<u>952,787</u>	<u>22,158</u>	<u>132,946</u>	<u>155,104</u>	<u>1,107,891</u>
Insurance	44,727	1,040	6,241	7,281	52,008
Utilities	24,339	523	1,309	1,832	26,171
Provisions	62,914	-	-	-	62,914
Transportation	9,953	102	101	203	10,156
Program activities	15,782	-	-	-	15,782
Repairs and maintenance	15,543	334	836	1,170	16,713
Household supplies and expenses	9,224	198	496	694	9,918
Office supplies and expenses	11,470	267	1,600	1,867	13,337
Professional services	-	13,895	27,936	41,831	41,831
Allowance and jobs	8,784	-	-	-	8,784
Telephone	4,392	102	613	715	5,107
Clothing	1,857	-	-	-	1,857
Staff training	2,103	-	-	-	2,103
Christmas and other gifts	3,553	-	-	-	3,553
School supplies and expense	620	-	-	-	620
Medical expenses	594	-	-	-	594
Total expenses before depreciation	<u>1,168,642</u>	<u>38,619</u>	<u>172,078</u>	<u>210,697</u>	<u>1,379,339</u>
Depreciation	47,752	1,027	2,567	3,594	51,346
Total expenses	<u>\$ 1,216,394</u>	<u>\$ 39,646</u>	<u>\$ 174,645</u>	<u>\$ 214,291</u>	<u>\$ 1,430,685</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2018

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund-raising	Management and General	Total Supporting Services	2018
Employee Compensation					
Salaries	\$ 789,313	\$ 18,145	\$ 99,798	\$ 117,943	\$ 907,256
Payroll taxes	60,579	1,393	7,659	9,052	69,631
Benefits - group health	100,937	2,320	12,762	15,082	116,019
	<u>950,829</u>	<u>21,858</u>	<u>120,219</u>	<u>142,077</u>	<u>1,092,906</u>
Insurance	52,666	1,211	6,658	7,869	60,535
Utilities	23,780	511	1,279	1,790	25,570
Provisions	64,901	-	-	-	64,901
Transportation	8,935	91	91	182	9,117
Program activities	14,210	-	-	-	14,210
Repairs and maintenance	19,780	425	1,064	1,489	21,269
Household supplies and expenses	11,655	251	626	877	12,532
Office supplies and expenses	10,783	248	1,363	1,611	12,394
Professional services	-	14,885	28,714	43,599	43,599
Allowance and jobs	6,513	-	-	-	6,513
Telephone	3,351	77	424	501	3,852
Clothing	1,781	-	-	-	1,781
Staff training	2,552	-	-	-	2,552
Christmas and other gifts	6,872	-	-	-	6,872
School supplies and expense	1,802	-	-	-	1,802
Medical expenses	462	-	-	-	462
Total expenses before depreciation	<u>1,180,872</u>	<u>39,557</u>	<u>160,438</u>	<u>199,995</u>	<u>1,380,867</u>
Depreciation	49,066	1,055	2,638	3,693	52,759
Total expenses	<u>\$ 1,229,938</u>	<u>\$ 40,612</u>	<u>\$ 163,076</u>	<u>\$ 203,688</u>	<u>\$ 1,433,626</u>

* See Notes to Financial Statements

WEBSTER HOUSE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
Cash Flows from Operating Activities		
Change in net assets	\$ 798,133	\$ (595,501)
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation	51,346	52,759
Net realized and unrealized (gains) and losses on investments	(881,878)	542,806
(Increase) decrease in accounts receivable	25,152	19,015
(Increase) decrease in grants receivable	10,000	(20,000)
(Increase) decrease in prepaid expenses	(196)	(1,274)
Increase (decrease) in accounts payable and accrued expenses	320	3,449
Increase (decrease) in agency obligations	-	(7,923)
	<u>(795,256)</u>	<u>588,832</u>
Total adjustments		
	<u>2,877</u>	<u>(6,669)</u>
Net cash provided by (used for) operating activities		
Cash Flows for Investing Activities		
Payments for the purchase of property	(24,281)	(16,725)
Purchases of long-term investments	(1,840,404)	(1,555,631)
Proceeds from the sale of long-term investments	1,709,994	1,458,900
Redemption of (investment in) certificates of deposit	-	203,372
	<u>(154,691)</u>	<u>89,916</u>
Net cash provided by (used for) investing activities		
Net increase (decrease) in cash and cash equivalents	(151,814)	83,247
Cash and equivalents, beginning of year	400,066	316,819
Cash and equivalents, end of year	<u>\$ 248,252</u>	<u>\$ 400,066</u>

See Notes to Financial Statements

**WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Webster House (the Organization) provides board, care, support and guidance to children ages 8-18 in a group home environment. The average monthly census ranges from twelve to nineteen teenagers. They receive approximately 66% of their funding from Federal and the State of New Hampshire.

In August 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-14, "Presentation of Financial Statements of Not-for-Profit Entities." This standard requires that net assets be reported in two classes. It also requires the Organization to disclose qualitative information on how the entity manages its available liquid resources and the related liquidity risk. The Organization is required to provide qualitative information that communicates the availability of current financial assets on the date of the statement of financial position. This includes cash needs for general expenditures within one year of the date of the statement of financial position. Lastly, the Organization is required to report information about all expenses, by nature and function, in one location. The Organization elected to adopt ASU 2016-14 as of and for the year ended December 31, 2018.

The accompanying financial statements have been prepared in accordance with standards of the Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and accounts payable.

The Organization follows the recommendation of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, the Organization is required to report information regarding its financial position and activities according to two classes of net assets, as applicable: net assets with donor restrictions or net assets without donor restrictions.

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

The part of net assets of a not-for-profit entity that is subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

Net Assets without Donor Restrictions

The part of net assets of a not-for-profit that is not subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

A donor-imposed restriction is a donor stipulation (donors include other types of contributors, including makers of certain grants) that specifies a use for a contributed asset that is more specific than broad limits resulting from the following:

- a. The nature of the not-for-profit entity (NFP)
- b. The environment in which it operates
- c. The purposes specified in its articles of incorporation or bylaws or comparable documents for an unincorporated association.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets, that is, the donor-imposed stipulated purpose having been accomplished and/or the stipulated time period having lapsed, are recorded as reclassifications between the applicable classes of net assets.

Land, building and equipment is carried at cost or fair market value at the date of acquisition or donation. Depreciation is recorded on building and equipment under the straight-line method based on estimated useful lives. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Investments, which consist of marketable securities, are stated at their fair value based on quoted market prices. Investment income is allocated to the various funds within the without donor restrictions and with donor restriction funds based on their proportion of fair value. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The value of contributed services of volunteers is not reflected in these statements since the criteria for recording was not met. Contributed items are recorded at their estimated fair market value at the date of donation.

The costs of providing the various programs and supporting services are presented on a functional basis in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are directly charged to the appropriate activity, where feasible. The financial statements report certain categories of expenses that are attributable to more than one program or function. Therefore, they may require allocation on a reasonable basis that is consistently applied. This basis included building use percentage and personnel cost allocations. Personnel costs are allocated based on the estimates of time and effort.

For purposes of the statement of cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts receivable do not include an allowance for doubtful accounts since the Organization believes all amounts to be collectible.

Unconditional promises to give are recognized as revenues and assets in the period received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The Organization is a 501(c)(3) organization exempt from income tax under Section 501(a) of the Internal Revenue Code. The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record. The Organization's tax returns for the tax years 2017 to 2019 are subject to examination.

Certain reclassifications have been made for consistent presentation.

NOTE 2: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Organization's working capital and cash flows have minimal variation throughout the year. The minimal variation results from sporadic donations received at varying times throughout the year.

The Organization currently withdraws approximately two percent per month of the endowment fund's value for operating expenditures. The Organization has the option to withdraw additional funds to supplement operating expenses.

As part of the Organization's liquidity management, it invests cash in excess of general operating requirements in certificates of deposit or marketable securities.

Current financial assets at year end:

Cash and equivalents	\$ 248,252
Accounts and grants receivable	56,320
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 304,572</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 3: CONCENTRATIONS OF CREDIT RISK

The Organization maintains several bank accounts at different financial institutions which at times may exceed the federally insured limits. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Normally, accounts receivable consists primarily of amounts due from the State of New Hampshire.

NOTE 4: INVESTMENTS

Endowment assets are held with UBS. Funds without donor restrictions and funds with donor restrictions are pooled into four accounts holding marketable securities. Two accounts hold equity securities while the other two hold debt securities. They are recorded at fair value at December 31, 2019 and 2018, as summarized below. Fair value has been determined using quoted prices for identical assets (level 1 input). Accrued interest is included in bond values.

	2019	
	Fair Value	Cost
Cash	\$ 219,477	\$ 219,477
U.S. government obligations	1,148,571	1,122,975
Corporate bonds	829,754	835,914
Asset backed bonds	107,792	107,131
Mutual funds	306,020	305,267
Common stock	3,795,144	2,798,951
Total held by UBS	<u>\$ 6,406,758</u>	<u>\$ 5,389,715</u>
Unrealized appreciation		<u>\$1,017,043</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 4: INVESTMENTS (continued)

	<u>2018</u>	
	<u>Fair Value</u>	<u>Cost</u>
Cash	\$ 195,208	\$ 195,208
U.S. government obligations	928,656	934,630
Corporate bonds	779,798	823,700
Asset backed bonds	101,915	104,993
Mutual funds	267,210	281,895
Common stock	3,143,943	2,815,364
Total held by UBS	<u>\$ 5,416,730</u>	<u>\$ 5,155,790</u>
Unrealized appreciation		<u>\$260,940</u>

NOTE 5: BENEFICIAL INTEREST IN PERPETUAL TRUSTS

The Organization is a beneficiary of two perpetual interest trusts administered by Citizens Bank. Fair value has been determined using quoted prices for identical assets (level 1 input). The fair market values of the Organization's share of the assets held by these trusts are as follows:

	<u>2019</u>	<u>2018</u>
Frank E. Green Trust	\$ 27,560	\$ 23,668
Eliza B. Green Trust	152,005	133,637
Total	<u>\$ 179,565</u>	<u>\$ 157,305</u>

NOTE 6: LAND, BUILDING AND EQUIPMENT

A summary of land, building and equipment follows:

	<u>2019</u>	<u>2018</u>
Land, building and improvements	\$ 1,308,926	\$ 1,308,926
Furniture and fixtures	129,052	111,443
Equipment	174,278	167,606
	1,612,256	1,587,975
Accumulated depreciation	(1,055,096)	(1,003,750)
	<u>\$ 557,160</u>	<u>\$ 584,225</u>

The estimated useful lives for depreciation are five through 50 years.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 7: NET ASSETS

Net assets are further broken down as follows:

	<u>2019</u>	<u>2018</u>
Net Assets without Donor Restrictions		
Board designated	\$ 60,344	\$ 52,141
Undesignated	<u>1,753,984</u>	<u>1,792,454</u>
Total	<u>1,814,328</u>	<u>1,844,595</u>
Net Assets with Donor Restrictions		
<u>Purpose restricted</u>		
Grants	135,650	63,304
Unappropriated endowment fund income	<u>613,850</u>	<u>530,185</u>
Subtotal	<u>749,500</u>	<u>593,489</u>
<u>Perpetual in nature</u>		
Legacies	4,634,831	3,984,702
Beneficial interests in perpetual trusts	179,565	157,305
Trust funds - Christmas, clothing, outward bound	<u>44,380</u>	<u>44,380</u>
Subtotal	<u>4,858,776</u>	<u>4,186,387</u>
Total	<u>5,608,276</u>	<u>4,779,876</u>
Total Net Assets	<u>\$ 7,422,604</u>	<u>\$ 6,624,471</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 8: ENDOWMENT FUND

The Organization's endowment consists of two funds. As required by generally accepted accounting principles, the net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions, as presented in Note 7.

Interpretation of Relevant Law

The Board of Directors of the Organization has interpreted the State of New Hampshire's Uniform Prudent Management of Institutional Funds Act as requiring the management of the funds to comply with the intent of the donors and to manage and invest the fund in good faith and with the care an ordinarily prudent person would exercise under similar circumstances. The Board also interprets the law to state that gains and losses on endowment funds should be allocated to net assets with donor restrictions. As a result of these interpretations, the Organization classifies as net assets with donor restrictions (a) the original value of gifts donated, (b) the original value of gifts subsequently donated and (c) accumulations of gains, both realized and unrealized. Any remaining portion of accumulations is classified as net assets with donor restrictions until those amounts are appropriated for expenditure.

The Organization also interprets the law to state that the Board may determine appropriations for expenditures, up to limits cited in the law, and accumulations of the endowments as the Board deems appropriate. In accordance with the law, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the endowment fund
- (2) The purposes of the Organization and the endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation or deflation.
- (5) The expected total return from income and the appreciation/depreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment funds that attempt to provide a predictable stream of funding for programs while seeking to preserve the fund. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. The Organization currently holds equities as well as fixed income government and corporate bonds employing a moderate level of investment risk. The target mix is for equities to represent 65% of the fund while fixed income securities represent 35% of the fund. Investment returns consist both of capital appreciation (realized and unrealized) and current yield (interest and dividends).

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 8: ENDOWMENT FUND (continued)

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy

The Organization's policy allows interest and dividend income for distribution. The actual distribution is approximately two percent of its endowment fund's average value and the amount is based on the annual need determined in the budget process. The remaining amount of interest and dividends is classified as net assets with donor restrictions effective for the years ended December 31, 2019 and 2018. The fund's average return rate has been approximately five percent. The Organization's policy is to distribute the minimum amount necessary to fund program operations. This policy is consistent with the Organization's objective to maintain and grow the fund.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 8: ENDOWMENT FUND (continued)**Changes in Endowment Assets - 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets beginning of year	\$ 857,463	\$ 4,559,267	\$ 5,416,730
Additions	111,914	-	\$ 111,914
Investment return:			
Investment income	32,590	133,177	\$ 165,767
Investment fees	(57,271)	-	\$ (57,271)
Net realized gain	20,351	83,162	\$ 103,513
Net unrealized gain	<u>148,650</u>	<u>607,455</u>	<u>\$ 756,105</u>
Total investment return	144,320	823,794	968,114
Appropriation of endowment assets for expenditure	<u>-</u>	<u>(90,000)</u>	<u>\$ (90,000)</u>
Endowment net assets end of year	<u>\$ 1,113,697</u>	<u>\$ 5,293,061</u>	<u>\$ 6,406,758</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 8: ENDOWMENT FUND (continued)

Changes in Endowment Assets - 2018

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets beginning of year	\$ 886,359	\$ 4,957,993	\$ 5,844,352
Additions	101,344	-	\$ 101,344
Investment return:			
Investment income	27,691	112,540	\$ 140,231
Investment fees	(54,844)		\$ (54,844)
Net realized gain	77,659	317,352	\$ 395,011
Net unrealized loss	(180,746)	(738,618)	\$ (919,364)
Total investment return	(130,240)	(308,726)	(438,966)
Appropriation of endowment assets for expenditure		(90,000)	\$ (90,000)
Endowment net assets end of year	<u>\$ 857,463</u>	<u>\$ 4,559,267</u>	<u>\$ 5,416,730</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 9: INVESTMENT INCOME

Investment income for the years ended December 31, 2019 and 2018 is reported as follows:

	<u>2019</u>	<u>2018</u>
Without Donor Restrictions		
Interest and dividends	\$ 40,303	\$ 37,962
Investment fees	(57,271)	(54,844)
Net realized gain (loss)	20,351	77,659
Net unrealized gain (loss)	148,650	(180,746)
Total	<u>\$ 152,033</u>	<u>\$ (119,969)</u>
With Donor Restrictions		
Interest and dividends	\$ 133,177	\$ 112,540
Net realized gain (loss)	83,162	317,352
Net unrealized gain (loss)	629,714	(757,071)
Total	<u>\$ 846,053</u>	<u>\$ (327,179)</u>

NOTE 10: SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 14, 2020, which is the date the financial statements were available to be issued.

Beginning around March 2020, the COVID-19 virus has been declared a global pandemic and has caused business disruptions through mandated and voluntary closings. As a result, daily operations at the Organization have been disrupted. Local school districts switched from in-person classes to virtual learning. In turn, the Organization's residents require additional supervision during the day until in-person classes can resume resulting in an increase to staffing expenses. In addition, the Organization's investments are subject to market fluctuations, at times even volatile. The Organization's losses have been significant in 2020; however, the Organization's investments have substantially recuperated its losses as of the date the financial statements were available to be issued.

In 2020, the Organization was awarded a potentially forgivable loan of \$187,500 through the Payroll Protection Program to temporarily fund operations.

While the disruptions are currently temporary, there is considerable uncertainty related to the virus and its future financial impact and duration.

The Webster House

Board of Directors

May 25, 2021

Ed Ithier	President
Sherry Nannis	Vice President
Lesley Patti	Treasurer
Ashley Campbell	Secretary

Kim Fillmore

Kristin Faxon

Deb Landwehr

Stacy Scarlett Martin

John Patti

Kathleen Stevens

Brendon Thurston

Kathleen Jaworski

Abby Tucker

Darlene Conley

Amanda Silva

Sara Janes Hoag

Austin Hunsicker

Work Experience

Residential Direct Care Staff

EastersealsNH - Manchester, NH

Present

- I. Direct Care/Medication Administration
- II. Behavior monitoring
- III. Maintaining accurate and up-to-date reporting on individuals served within program

Shaws (570 Daniel Webster Highway, Merrimack NH)

2011-2013 Produce Clerk

2013-2015 Department Trainer Deli/Produce

2015-2016 Assistant Manager Deli; interim Asst. Manager Produce

- I. Manager in the Deli Department
- II. Manager in the Produce Department
- III. Worked in Receiving

Hannafords (5 Hannaford Dr, York ME)

2018-2019

- I. Shift lead in the Deli Department
- II. Worked in the kitchen
- III. Prepared food

J Brothers Convenience Store (1680 Portland Rd, Arundel ME)

2018-2018

- I. Night manager
- II. Handled day to day operation

Lowes Home Improvement (124 State Rt 101A, Amherst NH)

2015-2016 Cashier

2016-2017 Head Cashier

2017-2018 Appliance Sales

- I. Shift supervisor
- II. Direct sale to customers
- III. Cost analysis for interior projects

• Internship at Bridges by Epic (575 Amherst St, Nashua NH)

2016-2016

- I. Psychologic tech

- II. Received training in mentally degenerative diseases
- III. Assisted the activities program

Soccer Referee

USSF Soccer Referee - Merrimack, NH

August 2010 to January 2017

USSF Grade 8

Merrimack Youth Soccer (2010-2016)

Merrimack Youth Soccer Referee Mentor (2014)

Granite State Youth Soccer League (2011-2014)

New Hampshire Soccer League (2014-2016)

Amherst Soccer Club (2011-2016)

Nashua Soccer Club (2011-2015)

NH Seacoast Premier (Invitation only 2013)

Education

Associates in Arts in Arts Psychology

Nashua Community College

2017

Skills

- Microsoft office

Additional Information

Skills

- Communication
- Leadership
- Attention to detail
- Retentive
- Experienced with Microsoft Office

B. Daniel Speake

Career Objective To pursue and further a challenging position, in an organization open to advancement, that will utilize my knowledge and skills.

Education N.H. Tech. College
Rt. 106 Prescott Hill
Laconia, NH 03246-9204
603-524-3207
Social Services Classes

Cambridge Technical Institute
Cincinnati, Ohio 45202
Data Entry/General

G.E.D.
Pueblo County, Colorado

Custer County High School
Westcliffe, Colorado 81252

Work Experience Child and Family Services of N.H.
Smith and Canal Street
Franklin, NH 03235
4 Years Including Mentor Home,
Part Time, and Full Time employment
Mentor, Tracker, Office Staff

Lakes Region Community Services Council
61 Beacon Street
Laconia, NH 03246
4 years Full Time Feb 94- Feb 98
Residential Apartment Manager
Options Worker

Boanerges/Sanctuary Ministries
Cincinnati, Ohio 45202
Co-Founder of Non-Profit Outreach
With Pastor Tony Hendricks
3 years
Included a wide variety of duties.

(More complete listing available upon request. I have worked in and around the social services field for 15 years as both an employee and as a volunteer. Have also run my own business and been Gen. Op. Mngr. for others business)

Honors/Activities

I am experienced in a wide variety of office equipment and in IBM compatible computers and software.
Presidents List 3 semesters (4.0 G.P.A.)
Debate Club
Top 5% in Nation on PSAT test
Top 10% on GED test
Editor of High School Newspaper
Who's Who Among American High School Students 2 years
Co-Teacher of Clients Rights Training for LRCSC

References

For CFS Reference please Contact Jay Bachelder at FHS 934-5441
For LRCSC Reference please Contact Mary Vigneault at 524-8811
You may also contact Kathy Companion DCYF at 934-2211
Darryl Glendye at DCYF 934-7092
Rynn Chase at DCYF 524-4485
See Attached

**Trainings/Classes
Including but not
limited to**

Ethical Issues in Human Services
Human Growth and Development
Stress Management
ISP Process
Dual Diagnosis
Leadership
Medication Authorization
Adult CPR
Thinking Outside the System
Defensive Driving
Conflict Resolution
Continuous Quality Improvement
Fire Safety
Gentle Teaching
Techniques of Teaching and Learning
Behavior Techniques
Infection Control
Community Integration
First Aid
Developing Community Resources
HEM 1201 Medication Training
Intro to Communications
Social Role Valorization
Values Discussion
Thinking Outside the System
Quality Assurance Process
Clients Rights
Guardianship
Working With Family Members
Mental Health/Dual Diagnosis
Understanding Behaviors

Communications and Behavior
ISP and Futures Planning
Triangle of Collaboration
Intro to Dev. Disabilities
Socio-Sexuality
Transportation
Intro to Communications
Sexuality and People with Dev. Disabilities
Active Treatment
Health Related Issues
Personal View of Family Support
Intro to Behavior Management
Being Part of the Service System
Humane and Valuing Principles and Practices
Diabetes Training
Stages of Development
Objective Writing

Blair Dufresne I

Blair Dufresne

Objective To obtain a better understanding of a variety of children with disabilities within the community and to support these individuals both in the home and in the community.

Child Care Experience

Intern at Easter Seals, Salem, NH Jan. 2012 - May. 2012

- Participated in activities related to Early Intervention Supports and Services for children birth to age three.
- Assisted and shadowed one of the educators (Marci Olson) with developmental monitoring through one on one home visits, developmental evaluations, the development of Individualize Family Service Plans (IFSP's), and the development of transition plans.

Intern at The Webster House, Manchester, NH Sept. 2011 - Dec. 2011

- Worked in a group home setting with a variety of children who were unable to live at home for some period of time.
- Participated in activities that promoted and created interpersonal relationships.
- Participated in helping the children perform responsibilities and daily routines (chores, homework).
- Participated in volunteer work during Christmas at the National Guard with the children to demonstrate the importance of giving back to the community.

Additional Experience

Applied Behavior Analyst

Autism Intervention Specialists

August 2012 – Present

- Work one on one with children with disabilities.
- Implement effective behavior approaches designed to manage and decrease maladaptive behaviors while trying to teach and build upon functional behaviors.
- Facilitate social skills, language skills and development, and cooperative play skills within group and community settings.

Head of Customer Service and Bridal

Front End Supervisor

Bed Bath and Beyond, Salem, NH

March 2010 – Aug. 2012

- Began as a sales associate and was promoted to listed position due to personal leadership and communication skills.
- Worked with a culturally diverse population

Sales Associate

Pier One Imports, Salem, NH

Oct. 2008 - Dec.2010

- Obtained time management skills and leadership skills through working with coworkers on projects.

Blair Dufresne 2

Education

B.A. in Psychology with a concentration in Child and Adolescent Development

Minor in Sociology

Southern New Hampshire University, Manchester, NH

May 2013

- Academic Scholarship
- Dean's list
- President's list
- Organized and raised money and awareness for the March of Dimes for Babies Fundraiser.

Computer Skills

Microsoft Windows, Word, PowerPoint: high level of proficiency
Excel: some knowledge

References

References are available on request.

Your Name

Address, phone, fax, email

Chaz Mardones

Work Experience

Sales Associate/Cashier/Customer Service

Forever 21 - Manchester, NH
February 2020 to July 2020

Maintain cleanliness of the store, stock and cashier, customer service

Cashier/Sales Associate/Customer Service

Hollister Co - Manchester, NH
April 2013 to February 2020

Customer service, stock, maintain cleanliness of store, cashier

Cashier/Sales Associate

Toys 'R' Us - Manchester, NH
October 2017 to January 2018

Sales, stock, customer service, work with kids, cashier

Education

Associate in Human Services

NHTI-Concord's Community College - Concord, NH
August 2018 to May 2020

Skills

- Cashiering
- Cleaning Experience
- Customer Service
- Sales
- Stocking
- Experience with Children
- Mentoring (4 years)
- Organizational Skills
- Tutoring

Awards

Mindful Communication Certificate

May 2020

Bringing a greater awareness to the way we speak and interact with the world.

Fostering Student Connections

June 2018

4 years of mentoring youth while in high school who were struggling with grades or fitting in. Also light tutoring with assignments.

Ref.

LoV Entano - WH Intern Sup.

Den Speck - WH Res. Sup.

Dave Wisniewski - WH Res. Sup.

Christine Mulvey

Handwritten signature: Mulvey

Education

Assumption College, Worcester MA

May 2017

Bachelor of Arts, Psychology
Minor, Sociology

Experience

Target, Nashua NH

December 2017- June 2018

Flex-Fulfillment Team Member

- Picked and packaged items for online and in-store orders
- Attended to guests on sales floor

Converse Inc., Merrimack NH

May 2016-June 2017

Seasonal Associate/Sales Associate

- Offered friendly customer service in a fast pace environment
- Reached and exceeded daily store goals in revenue as a team of Associates and Store Leads
- Operated cash registers, folded apparel, and arranged footwear sections

Assumption College Office of Residential Life, Worcester MA

August 2015-May 2017

Residential Assistant

- Built rapport and oversaw an area of more than 200 college residents ages 18-22 with a Residential Director and six Residential Assistants
- Developed and coordinated monthly programs for residents based on their needs and interests
- Responded to and documented incidents including: roommate conflicts, overcrowded gatherings, intoxication, substance use, sexual violence, trespassing, breaking and entry, vandalism, theft, emotional distress, suicidal ideation, medical emergencies, and physical/verbal altercations
- Mentored first year Residential Assistants on effective duty response, interpersonal communication, and self-care

Market Basket, Nashua NH

October 2011-February 2015

Front End Employee

- Displayed courteous and positive attitude when interacting with customers and coworkers
- Assisted customers with final purchases at the register and maintained store up-keep

Activities

Refugee and Immigrant Assistance Center, Worcester MA

January 2016-May 2016

Volunteer

- Referred refugees and immigrants to resources including: language assistance, public assistance, budgeting/personal finance, employment services, housing, hygiene, safety, cultural adjustment, education, transportation, medical evaluations, and mental health services
- Compiled client case files alongside Case Workers

St. Anne's Human Services, Worcester MA

January 2015-May 2015

Volunteer

- Collected and organized food, goods, and clothing for families in need

Skills

- Leadership/Teamwork
- Creativity
- Adaptability
- Organization/Planning
- Written/Verbal communication
- Problem-solving/Conflict resolution
- Proficiency in Microsoft Word, Excel, & PowerPoint

COURTNEY JEWETT

ii.com

EDUCATION

Bachelor of Arts in Psychology

December 2017

University of New Hampshire, Manchester, NH

- GPA 3.74
- Dean's list, all semesters
- Collaborated with fellow students on a professor's independent research project regarding motion induced blindness; acknowledged in published research article

Undergraduate Research Conference

Spring 2014, Fall 2017

- For senior capstone theorized an experiment to test the impact of color on motion induced blindness, edited existing code to express color, enlisted five participants, conducted the five trials for each participant, entered data on SPSS to perform statistical analysis, wrote a formal thesis and presented a poster at conference
- For a senior level sensory perception class researched prospective treatments for age-related macular degeneration in peer reviewed journals, wrote a review of five prospective treatments and presented a poster at conference

EXPERIENCE

Cook

Muse Paintbar | Manchester, NH

April 2017 - Present

- Operate kitchen independently to complete all customer orders and prepare food for the next day
- Conduct weekly inventory for the studio and relay needed items to the regional supervisor since April 2017
- Train all new kitchen employees over the past 18 months

Cook

The Gyro Spot | Manchester, NH

June 2016 - December 2016

- Worked with other cooks to complete orders in a fast paced downtown restaurant, averaging \$1700 - \$2000 between the 11am - 2pm lunch rush

Prep Cook

DW Diner | Merrimack, NH

March 2015 - June 2016

- Collaborated with the restaurant owner to implement a prep cook position within a chaotic kitchen environment resulting in a more efficient kitchen and less wasted food; oversaw food deliveries

REFERENCES

Alyssa Bean | Studio Manager, Muse Paintbar | 603-305-6596 | alyssabean908@gmail.com

Angela Wood | Studio Manager, Muse Paintbar | 508-785-5531 | Angeladispirito@gmail.com

James Howard | Best Friend | 603-566-6910 | jamesOCH3@gmail.com

John Sparrow | Psychology Professor, UNH Manchester | 603-641-4151 | John.Sparrow@unh.edu

Call

After

5:30

Daniel De Crisanti

1/9/21
12 pm Int.
mail

Friendly and energetic professional looking to make a difference.

Experience

State of NH, Family Services Specialist, Concord 2018-2020

- Conduct in depth interviews to determine eligibility of benefits daily.
- Manage a caseload of 200+ families and respond to client hotline calls in a timely manner.
- View and process all client information, make collateral calls to employers and landlords.
- Cross check. SSI benefits, Immigration status and child support claims.

State of NH, John H. Sununu Youth Services Center, Manchester 2018-2019

- Perform constant surveillance and safety checks to ensure a safe and secure environment.
- Survey grounds and submit campus movement files.
- Assist with daily living skills and hygiene routines.
- Act as a role model to help encourage maturity and growth among residents.

Pinehaven Boys Center, Allenstown NH 2016-2019

- Established positive relationships with clients through music, and games.
- Composed and filed incident reports as needed.
- Engaged clients in community-based outings.
- Inspected and maintained safety and integrity of grounds, clients, and vehicles.

Easter Seals, Manchester NH 2016-2017

- Incorporated daily living care education to classroom lesson plans
- Arranged and taught healthful cooking education classes for clients
- Transported the clients safely to and from necessary offices.
- Processed incoming calls to clients.

Education

NEW HAMPSHIRE INSTITUTE OF ART 2010-2014

Bachelor of Fine Arts in Creative Writing

RIVIER UNIVERSITY-2016 (degree not completed)

Master of Education in School Counseling

has long to finish??
status Quo?

Skills and Abilities

TCI and CPI trained, First aid and CPR certified. Strong verbal and written communication skills. Team player organized and motivated, able to work well as an individual or part of a team.

David J Wishinski

Objective A challenging career in Human Services

Education 1997 – 2001 Keene State College Keene, NH
BA Psychology Specialization: Clinical/ Counseling Psychology AS Chemical Dependency

Capabilities

Committed: believes that no child should be without the support to succeed and the people and resources to help the succeed.

Responsible: Able to assume responsibility for the safety and security of clients, staff and physical plant; acting in accordance with all facility policies and procedures.

Coordinating: Able to determine time, place and sequence of multiple tasks and schedules.

Representing: Able to serve as an agent for others, trusted to speak on their behalf and accomplish desired results.

Administration and Management

Was responsible for keeping accurate and confidential records on residents and staff; records included a daily log, filling out required Paperwork, reviewing and filing staff reports.

Supervised residential staff, assigned tasks, and gave feedback when necessary.

Supervised up to twenty residents, a staff of two to six and security.

Communication

Provided information in person and by telephone concerning organization, function, activities, and personnel of center.

Provided pertinent information to client's therapists and administrators.

Professional experience

2000 – 2001 Otter Brook Center Keene, NH
Shift Supervisor/Residential Counselor

- Responsible for overall implementation and Supervision of resident activities and Programs. The program includes a variety of supportive services related to the treatment program and safety, security, and well being of the residents, staff and Property of Otter Brook Center. Assisted and supported, as needed, the therapists/case Managers, Nurses in the fulfillment of their duties as related to resident care and treatment. Supervised and ran psycho-educational groups and programs and twelve step meetings.

Work experience

Lab Technician

1999 - 2000 Keene State College Experimental Psychology Lab Keene, NH

- Responsible for the care and condition of animal subjects as well as keeping accurate logs of feedings and sanitation. Set own hours and able to perform work independently with out supervision. Responsible for the safety and cleanness of laboratory. Assisted head researcher when required.

Picker

Summer 99/00 and 02- present Associated Grocers of New England Manchester, NH

- Filled orders for grocery stores and markets in a demanding warehouse environment.

Circulation Desk Staff

1997 - 1999 Keene State College Mason Library Keene, NH

- Manned circulation desk checking in and out library materials. Answered questions concerning the use of the libraries electronic card catalog and reference system. Assisted patrons in finding and retrieving selections from the libraries various collections. Able to author patron accounts, update patron records and accept payment of fines.

Sales Associate

1995-1998 Home Quarters Manchester, NH

- Specialized in electrical sales was responsible for understanding customers' needs and then directing them to the correct merchandise. Worked in a fast passed sales environment that is highly customer service orientated dealing with multiple tasks and assignments. Responsible for building and maintaining displays, assisting in loss prevention and meeting department sales goals. Helped track, receive and maintain inventory using computer-based system.

Conferences and Workshops attended

"Overview of Child welfare and Juvenile Law,," Presented by Dr. William Brehem, UNH Division of Continuing Education. February 2002

"Angry and Resistant Youth: A Strength-Based Approach for Nurturing Motivation, Hope, and Resilience," Presented by Robert Brooks, PhD. Retreat Healthcare Brattleboro, VT. November 16, 2001

"The Sensory Connection: Explaining the Impact of Sensory Processing on Behavior", Presented by Margot L. Cranford, MS, OTR/L Sponsored by Cedar Crest. Antioch New England Graduate School, Keene NH. October 2000

New Hampshire College and University Council; Student/President Dialogue on Campus Alcohol Abuse Bedford, NH. December 6, 1999

Professional memberships

Psi Chi, Psychology Honors Society, Keene State College Chapter

Other Activities

Keene State College Counseling Center Student Advisory Board 1998- May 2001

Student Representative, Counseling Center Director Search Committee Spring 2001

Assisted in running and staffing of the Stress Less Zone September 1998-May 2001 Recipient of a 2000-2001 Pepsi Grant

References Available upon request

Int Monday 2pm

Dennis Wade

11/19

I will be moving from Henniker to Manchester In January so I am hoping to find part time employment in Manchester to complement my social security income.

Work Experience

Dispatcher

New England College - Henniker, NH
October 2012 to Present

I was a Dispatcher for Campus Safety. I worked the 3d shift (midnight until 8am). I took calls, worked closely with the Campus Officers as far as providing information, calling the Henniker Police or calling an ambulance when needed. I also worked with students when they called or came to the office with any concerns.

I left the Department of Campus Safety July 1st, 2018. I am currently still employed with New England College but on an 'as needed' status as a Protective Custody Monitor, whereas if a student is found to be intoxicated and placed in our Protective Custody room, I would be called in to keep an eye on the student so that no harm comes to him/her.

Kitchen Helper

Kearsarge Reagional School District - Sutton, NH
September 2010 to Present

- Prepare, cook, and serve pizza to the High School kids.

Seasonal Dispatcher

Irving Energy - Concord, NH
April 2009 to December 2009

- Dispatched for oil/propane drivers via radio and phone.
- Dealt with Customer Service and customers on the phone.
- Looked up customer accounts and made delivery decisions.
- Set up deliveries for commercial customers.
- Solved delivery problems for customers.

Customer Service Representative

FYP - Concord, NH
April 2004 to April 2008

- Handled emails and phone calls from Independent Business Associates that did home sales.
 - Answered questions from customers that attended a home demonstration.
 - Handled shipping issues, ordering problems, and account questions.
- Improved policies and procedures while working closely with all departments.

Service Center Assistant

Granite State Telephone - Concord, NH

October 1995 to August 2003

- Handled customer trouble calls and questions.
- Coordinated trouble calls with my supervisor and the technician.
- Programmed new phone numbers and features into the AS400.

Monitored alarms and performed assorted administrative duties.

Clown Around Daycare

Owner

Goffstown, NH

July 1991 to September 1996

- Ran a licensed daycare.
- Generated menus, cooked meals, maintained a safe, healthy, happy environment for pre school aged children, dealt closely with the state in regards to menus and child safety.

Inventory Control Coordinator

Jewel Electrical Products - Manchester, NH

1988 to 1991

- Production/Inventory Control.
- Loaded 3 departments with work depending on the number of orders that came in.
- Worked closely with department supervisors to coordinate finish dates of different orders.

Education

Associates in Business Science

Hesser College

Skills

Dispatching, data entry, office work

Additional Information

Qualifications

- Great people skills via phone, email, or in person.
- Familiar with Microsoft Word, Excel, Access.
- Familiar with Windows and the AS400.
- Good typing skills.
- Supervisory skills.
- Extremely good math skills.
- Production Scheduling experience

Supervisor - Duncan McDermitt

Assistant Director - Shoshanna Cone

Director - Scott Lane

428.2323

Jessica Savage

Experienced social work professional with 4+ years of direct service in community mental health. With a macro focus in social work, I have a passion for advocacy, program implementation and working with community members.

Authorized to work in the US for any employer

Work Experience

Outreach Counselor

Riverbend Community Mental Health, Inc. - Franklin, NH
July 2016 to Present

- Provide direct service to adolescents to establish and communicate clear goals and objectives of the client for Therapeutic Behavioral Services (TBS) sessions.
- Teach socially acceptable behavior, employing techniques such as behavior modification or positive reinforcement.
- Organize and supervise games or other recreational activities to promote physical, mental, or social development.

Master's Level Intern

CHOICES- Merrimack County Drug Court - Concord, NH
May 2019 to May 2020

- Participate as a team member of the Drug Court team with others such as prosecutors, defense, judges, law enforcement, pretrial services and parole officers.
- Counsel individual and groups to support them in managing with substance abuse, mental or physical illness, poverty, unemployment, or physical abuse.
- Educate clients and community members about mental or physical illness, abuse, medication, or available community resources.
- Advocate or advise on social policy related to substance use disorders, or assist in community development with other relevant agencies.
- Act as a member of the Drug Court Steering Committee.
- Input and analyze program and participant data from surveys and other relevant data.

Child & Family Case Manager

Riverbend Community Mental Health, Inc. - Franklin, NH
July 2016 to May 2019

- Meet with clients and family members assessing needs, strengths and refer to appropriate services.
- Serve as liaison between students, homes, schools, family services, courts, protective services and doctors, to promote the overall well-being of the child.
- Consult with school support staff to assist with development and adjustment of individual educational plans (IEPs) designed to promote students educational, physical, mental or social development.

- Maintain detailed case history records and prepare reports with relevant documentation.

Education

Master's in Social Work

Boston University - Boston, MA

August 2018 to Present

Bachelor's in Social Work

Plymouth State University - Plymouth, NH

August 2012 to May 2016

Skills

- Case Management
- Microsoft Office
- Public Speaking
- Administrative Support
- Microsoft Excel
- Addiction Counseling
- Social Work
- Individual / Group Counseling
- Motivational Interviewing
- Crisis Intervention
- Presentation Skills
- Curriculum Development

Assessments

Case Management & Social Work — Highly Proficient

October 2019

Prioritizing case tasks, gathering information, and providing services without judgment.

Full results: https://share.indeedassessments.com/share_assignment/7lprydjyumxops3y

Direct Care — Proficient

October 2019

Showing sensitivity and enthusiasm while providing care to patients.

Full results: https://share.indeedassessments.com/share_assignment/ndqz6icouo-kbwx0

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

References are available by request.

Sales and Leasing Consultant

Ira Toyota of Manchester - Manchester, NH

March 2015 to Present

- * Make initial contact with all customers as they arrive at the dealership.
- * Provide customers with all the services needed, to maintain high customer service standards.
- * Maintain effective, clear lines of communication before, during, and after the sale to keep customers connected with other departments within the dealership

Manager

Checkmate Pizza - Salem, NH

April 2014 to March 2015

- Oversee day-to-day operations of the store
- * Handle all customer service issues including: complaints and any special requests
- * Handle cash tills and daily finances of the store

Unit Supervisor

Easter Seals NH Inc - Manchester, NH

July 2011 to September 2014

- Oversee all aspects of the day-to-day functions of the Residential unit.
- * Manage the unit in times of major or minor crisis
- * Counsel individuals on meeting their needs, while making sure their treatment plans are being followed

Counselor

Easter Seals NH Inc - Hampstead, NH

December 2012 to May 2013

- Counsel individuals on meeting their needs, while making sure their treatment plans are being followed.
- * Assist clients with any personal issues or needs they have.
- * Meet with treatment teams to help in the development of treatment plans and objectives

Education

Bachelors of Arts in Criminal Justice and Psychology

New England College - Henniker, NH

2009 to 2011

Associates of Science in Criminal Justice

New Hampshire Technical Institute - Concord, NH

January 2007 to May 2009

Skills

Various Volunteer work while in college with clubs, state and federal agencies (4 years)

[Compose Message](#) [add a new note](#)

Lindsey Bourgoin

EDUCATION

University of New Hampshire - Durham, NH

Expected: May 2019

Bachelor of Science: Social work

Minors: Sociology and Anthropology

GPA: 3.37

- Honors Fall 2018.

University of Corvinus Budapest – Budapest, Hungary

Jan 2018 – May 2018

- Studying humanities and European cultures. Traveled by bus through Bosnia-Herzegovina learning about how communities recover from recent war.

RELATED EXPERIENCE

Makin' It Happen Greater Manchester – Manchester, NH

July 2018 – May 2019

Intern

- Facilitate Youth Collaborative group of local providers to identify gaps in youth healthcare and brainstorm solutions.
- Create community flow chart of all youth services increase community knowledge and improve care system.
- Manage social media accounts to promote organizational projects and raise awareness around local initiatives.
- Facilitate and collect data from focus groups to inform our Integrated Delivery Network (IDN).

Anchor Promotions L.L.C. – Kittery, ME

July 2019 – Present

Brand ambassador

- Independently market and promote product to customers at a variety of locations and events.
- Utilized Guerrilla marketing strategy to connect with and engage customers in various settings.

Canobie Lake Park – Salem, NH

May 2016 – August 2017

Sales associate

- Accurately conducted financial transactions within gift-shops.
- Provide park guests with positive and helpful service.
- Achieved team member of the week twice.

West Running Brook Middle School – Derry, NH

2012-2013

Volunteer

- Assist teachers with various classroom activities.
- Aided visually impaired student throughout classroom transitions.

Annie's Hallmark Baldoria – Londonderry, NH

August 2013 – January 2018

Sales associate / Customer service

- Accurately conducted financial transactions
- Worked with customers one-on-one to help with accurate gift selection

Parkland Medical Center – Derry, NH

2012-2013

Volunteer

- Aid in patient discharge from in-patient care to out-patient care/ dispatch.
- Assisted in transport of medical specimen from patient rooms to the lab.
- Conformed to company confidentiality standards in regard to patient names and personal information.

CAMPUS & LEADERSHIP ACTIVITIES (SECTION MIGHT ALSO BE: ADDITIONAL EXPERIENCE)

Students of Social Work – Durham, NH

2015-2016

Association Member

- Attend meetings to stay up-to-date on student activism in Durham.

Philanthropic Service – Durham, NH

2016-2018

Member

- Participated in fundraising and planning of fundraising auction for the NH Children's Trust and Prevent Child Abuse America
- Demonstrated leadership skills as a positive role model for the Girl Scouts of America.
- Assisted in organization and facilitation of beach cleanup day

QUOC LE

Professional Summary

Organized technician successful at managing multiple priorities while maintaining a strong work ethic and exhibiting a positive attitude.

Skills

- Time Management
- Team Training
- Critical Thinking
- Teaching/tutoring
- Strategic planning
- Clear communication skills
- Leadership experience
- Hardworking and committed

Work History

Assistant Technician . 01/2010 to 05/2014

C.E.C Entertainment - 1525 S Willow St, Manchester, NH 03103

Education

Associate of Arts: Liberal Arts,
Manchester Community College - 1066 Front St, Manchester, NH 03102

Bachelor of Arts: Psychology, 2014
University of New Hampshire - 88 Commercial St, Manchester, NH 03101

High School Diploma: 2009
Central High School - 207 Lowell St, Manchester, NH 03104

Ryan T. Kierstead

Education

NHTI-Concord's Community College, Concord NH

- Associate in Science with a major in Human Services
- Anticipated Graduation May 2017

NHTI- Concord's Community College, Concord NH

- Associate in Science with a major in Hospitality Tourism Management
- Graduated May 2012

Skills and Qualifications

- Innovative, ambitious, courteous individual with strong attention to detail.
- Proficient with computers
- Highly disciplined, motivated and focused
- Dependable and hard working
- Proven ability to communicate effectively in diverse situations

Work Experience

MintProducts

September 2007-Present

- Efficiently and securely prepared products for shipment while determining most cost effective way to package
- Responsible for daily delivery of over \$15,000 worth of merchandise
- Helped establish and is responsible for utilizing bar coding system that automatically and accurately updates each products new inventory count when additions or subtractions are made

Volunteer Experience

Friendly Kitchen

November 2013

- Helped prepare and served meals
- Stocked donation items
- Responsible for keeping donation warehouse clean and organized

Internship

JD's Tavern

January 2014- May 2014

- Waited on tables
- Cooked and prepared meals
- Aided in setting up and running functions/banquets for large groups of guests
- Helped in overseeing restaurants nightly operations and maintain satisfactory service to guests

References: Enclosed

Samantha L. Bailen

EDUCATION

Southern New Hampshire University – Manchester, NH
Bachelor of Science in Sociology
GPA: 3.8 | Presidents List

Expected Graduation: May 2020

Colby-Sawyer College—New London, NH
Bachelor of Science in Sociology
Minor: Women and Gender Studies

(September 2016-December 2018)

PROFFESIONAL EXPERIENCE

Kon Asian Bistro – East Greenwich, RI

February 2018- August 2018

- Delivered excellent customer service by serving guests in a friendly and efficient manner, while maintaining a clean and safe work environment.
- Trained approximately 5 employees on how to use POS, menu and food descriptions, and problem solving skills.
- Provided operational support by answering the phone, taking to-go orders, and helping other waitstaff.
- Verified customer age for alcohol purchases by completing my bartending certification through Boston Bartending School.
- Upsold customers effectively and optimized table turns, outperformed wait staff average sales by up to 10%.

Tuckers Restaurant—New London, NH

November 2016-February 2017

- Presented a positive first impression of the establishment's friendliness, excellent service and high standards.
- Greeted guests upon arrival, informed guests of their wait time and monitored a waiting list through POS system.
- Achieved operational goals by refilling glasses and menus, and ensuring restrooms were clean.

the Homestead Restaurant—Exeter, RI

June 2016-September 2016

- Assisted in opening and closing procedures including cleaning, sanitization, set-up and food preparation.
- Took orders and served patrons food and beverages, ensuring patrons enjoyed their meals by checking in with them periodically and resolving any issues that arise.
- Completed ServSafe alcohol certification program.
- Repeatedly praised by kitchen and bar staff for clearly communicating guest orders, preferences and special requests to minimize confusion, send-backs, and delays.

Twin Willows Restaurant—Narragansett, RI

November 2015-May 2016

- Maintained table settings by cleaning and organizing tables while managing other needs in a time effective manner.
- Provided excellent customer service by respectfully interacting with customers and proficiently responding to their wants and needs immediately.
- Ensured a clean establishment by doing hourly checks that consisted of sweeping, clearing dishes, silverware, and organizing.

Dave's Marketplace—North Kingstown

June 2014-September 2015

- Processed cash, check, credit card, and coupon transactions to achieve positive cash flow for the business.
- Managed daily opening and closing procedures including sweeping, sanitization, dusting, and organizing.
- Met or exceeded item-per-hour and scanning goals by processing hundreds of customers transactions.

SKILLS

- Proficient in Microsoft Word, Excel and PowerPoint
- Proficient in digital cameras, social networking and digital music
- Proficient in Google Applications including Documents, Drive, and Slides
- Certified Young Adult Suicide Prevention Trainer through NAMI NH

Shaun Simpson

OBJECTIVE: I am seeking a position working with youths in a residential setting.

EDUCATION

Albertus Magnus College, New Haven, CT
Bachelor of Arts Degree in Psychology, Concentration in Art Therapy

SKILLS

- Computer proficient in Microsoft Office, research, basic knowledge of SPSS
- Exceptional problem solving skills
- Practiced in group facilitation
- Adept at artistic and creative activities and teaching them to others
- Even-tempered in all situations
- Excellent verbal communication and writing skills

WORK EXPERIENCE

Residential Counselor, Riverside Community Care, Wakefield, MA 11/13 - Present

- Implement behavior plans for 5 developmentally disabled adults
- Provide direct personal care
- Maintain safe, clean, and healthy living environment
- Plan, prepare, and lead expressive arts and leisure activities
- Safely administer medications using MAP protocol
- Transport residents to and from day programs, community outings, appointments, shopping trips
- Document behavioral information and complete shift notes pertaining to each resident

STRIVE Assistant, YMCA of Greater Manchester, Manchester, NH Spring 2012 and 2014

- Tutored students with their classwork and academics
- Helped maintain classroom integrity and aid in behavior management
- Participated in the life skills sessions providing support to students

Teen Outreach Program (TOP) Intern, Family Centered Services of CT, New Haven CT 09/12 - 05/13

- Implemented TOP curriculum in classroom settings to improve academic performance and lower teen pregnancy in Connecticut by assisting in and leading lesson discussions
- Facilitated groups of 15-25 adolescents in discussion on topics including Family, Friendship, Community, Life Skills, and Sexual Education
- Used service learning to incorporate core curriculum into community service to assist in developing self worth.
- Incorporated techniques and methods learned through courses in Psychology and Art Therapy
- Assisted in classroom management and work individually with participants when required

Resident Assistant, Department of Student Life, Albertus Magnus College, New Haven, CT 08/12 - 05/13

- Assisted with issues residents encounter in the residence halls and on campus
- Completed duty logs and conduct violation forms when applicable
- Created and hosted educational and social programs to promote community development

Teen Trip Camp Counselor, YMCA of Greater Manchester, Manchester, NH Summer 2012

- Supervised up to twenty teenager between the ages of 11 and 15
- Chaperoned trips to multiple attractions across New Hampshire
- Performed headcounts and ensured camper safety while participating in the activities
- Held check-in and check-out times, securing identification of the adults picking up the participants

CERTIFICATIONS

- American Heart Association First Aid, CPR, AED
- Proactive Alternatives for Change

Appendix G

Program Staff List								
New Hampshire Department of Health and Human Services								
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR								
Proposal Agency Name:		The Webster House						
Program:		Residential Treatment						
Budget Period:		1/1/2021 - 12/31/2021						
A	B	C	D	E	F	G	H	
Position Title	Current Position	Individual in	Projected Hry Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries								
CEO	TBD			40	100%	\$100,000		Webster House
Executive Director of Operations	Blair Stairs			40	100%	\$58,406	0%	Webster House
Clinical Coordinator	TBD			40	100%	\$65,000	0%	Webster House
Program Director	Kurt Hildonen			40	100%	\$44,118	0%	Webster House
Compliance Manager	Jessica Savage			40	100%	\$51,000	0%	Webster House
Case Manager	Quoc Le			40	100%	\$42,788	0%	Webster House
Case Manager	Shaun Simpson			40	100%	\$45,200	0%	Webster House
Total Admin. Salaries					\$100	\$306,513	0%	
Direct Service Salaries								
Residential Supervisor	Daniel Speake			40	100%	\$44,815	0%	Webster House
Residential Supervisor	Ryan Kierstead			40	100%	\$34,133	0%	Webster House
Residential Supervisor	David Wishinski			40	100%	\$40,486	0%	Webster House
Residential Supervisor	Samantha Bailen			40	100%	\$34,133	0%	Webster House
Residential Supervisor	Lindsey Bourgoin			40	100%	\$34,133	0%	Webster House
Residential Counselor	Christine Mulvey			40	100%	\$29,702	0%	Webster House
Residential Counselor	Courtney Jewett			40	100%	\$29,702	0%	Webster House
Residential Counselor	Samantha Durand			40	100%	\$29,702	0%	Webster House
Residential Counselor	Jack Gunthrie			40	100%	\$29,120	0%	Webster House
Residential Counselor	Austin Hayes-Hunsicker			40	100%	\$29,702	0%	Webster House
Residential Counselor	TBD			40	100%	\$29,702	0%	Webster House
Residential Counselor	TBD			40	100%	\$29,702	0%	Webster House
Educational Assistant	Chaz Mardones			40	100%	\$27,580	0%	Webster House
Residential Counselor (Awake Overnight)	Shaira Sanbria-Perez			40	100%	\$29,702	0%	Webster House
Residential Counselor (Awake Overnight)	Daniel Decrisanti			40	100%	\$29,120	0%	Webster House
Residential Counselor (Awake Overnight)	Dennis Wade			24	100%	\$11,714	0%	Webster House
Residential Counselor (Awake Overnight)	Alexis Cairnie			24	100%	\$11,881	0%	Webster House
Total Direct Salaries					\$100	\$505,030	0%	
Total Salaries by Program					\$200.00	\$811,543.04	0%	

*Please list which site(s) each staff member works at, if your agency has multiple sites.

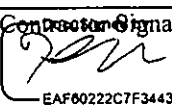
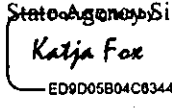

Subject: Residential Treatment Services for Children's Behavioral Health

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Whitney Academy, Inc.		1.4 Contractor Address 85 Dr Braley Road, PO Box 619 East Freetown, MA 02717	
1.5 Contractor Phone Number (508) 763-3737 Ext: 223	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$6,387,177
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  EAF60222C7F3443...	Date: 6/14/2021	1.12 Name and Title of Contractor Signatory Kevin Marques Executive Director	
1.13 State Agency Signature  ED9D05B04C83442...	Date: 6/25/2021	1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) 6/23/2021 By:  On: _____ D5CA9202E32C4AE...			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 6/14/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations, and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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**New Hampshire Department of Health and Human Services
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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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- 1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.
 - 1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.
 - 1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.
- 1.12. Collaborative Care**
- 1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.
 - 1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.
 - 1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.
 - 1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect



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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DS LM

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Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Whitney Academy, Inc.	East Freetown, MA	15	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Reserved**

2.7. **Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.

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- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and

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family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.



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- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
 - 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
 - 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
 - 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
 - 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.7.6. Transportation**
- 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.7.6.1.4. Recreation (clubs, sports, work).
 - 2.7.6.1.5. Family and sibling visits.
 - 2.7.6.1.6. Other as required by the individual's treatment plan.

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- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Reserved

2.9. Reserved

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- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

- 3.2. Reserved
- 3.3. Reserved
- 3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. The Whitney Academy

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 milieu
Direct Care 2nd shift	Milieu 1:3	1:2 milieu
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:6
Family Worker	1:8	Not allocated (see clinical)
Family Therapist	1:8	Not allocated (see clinical)
Transportation	Not Required	Not allocated

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Case Manager	1:8 or see Family Worker	Not allocated (see clinical)
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:45
Nursing Staff	24/7, available, and shall be onsite regularly	4:45
Psychiatrist	Availability of prescriber or psychiatry on site	Not allocated
Psychologist	Availability of prescriber or psychiatry on site	1:45
Medical Doctor, APRN	Not Required	1:45
Psychiatric Nurse Practitioner	Not Required	1:45
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Neurobehavioral needs;
- 3.5.1.2.3. Gender Identity;
- 3.5.1.2.4. Aggressive behavior;
- 3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.6. Fire Setting
- 3.5.1.2.7. Problematic Sexual Behavior
- 3.5.1.2.8. Highly Aggressive Behavior
- 3.5.1.2.9. Human Trafficking

- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children’s Behavioral Health
EXHIBIT B**

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>)

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

	<ul style="list-style-type: none"> • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months <i>(based on internal data which DHHS will access through CME and DCYF system)</i> • % of children-receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge <i>(based on internal DCYF data which DHHS will access)</i>

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

- 7.1. Impacts Resulting from Court Orders or Legislative Changes
 - 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 8.1. The Contractor shall keep records that include, but are not limited to:
- 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-ATANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
 - 4.1.1. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
 - 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$6,387,177.00
 - 4.5.2. SFY 22: \$2,129,059.00
 - 4.5.3. SFY 23: \$2,129,059.00
 - 4.5.4. SFY 24: \$2,129,059.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/14/2021

Date

DocuSigned by:

Name: KEVIN Marques

Title: Executive Director

Vendor Initials
Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/14/2021
Date

DocuSigned by:

Name: Kevin Marques
Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials
Date 6/14/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques
Title: Executive Director

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km

Contractor Initials

6/14/2021
Date

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 6/14/2021



New Hampshire Department of Health and Human Services

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

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Contractor Initials

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Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials km

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. LM

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Contractor Initials

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

the whitney Academy inc.

The State

Name of the Contractor

Katja Fox

Kevin Marques

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Kevin Marques

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/25/2021

6/14/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardées of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director

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KM

Contractor Initials

Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 603032013
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit). will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0666525504
Notice Date: June 4, 2021
Case ID: 0-001-186-833



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WHITNEY ACADEMY INC
10 MIDDLEBORO RD
EAST FREETOWN MA 02717-1702

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, WHITNEY ACADEMY INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

CERTIFICATE OF AUTHORITY

I, Elizabeth A OKeefe, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Whitney Academy Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 7, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kevin Marques, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Whitney Academy Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06/10/2021



Signature of Elected Officer
Name: Elizabeth A. OKeefe
Title: Clerk/Business Manager

DocuSigned by:
Elizabeth OKeefe
11B37D3A78C246F...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The John M Sullivan Insurance Agent P O Box 920047 Needham, MA 02492	CONTACT NAME: PHONE: 781-449-9330 FAX: 781-449-3511 E-MAIL: sullivan.insadv@verizon.net ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance WCP INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL	ELIM	POLICY EFF	POLICY EXP	COVERAGE	AMOUNT
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE COORD IF THE ABOVE LIMIT APPLIES PER POLICY: PRO-JECT LOC OTHER:					1. ACCIDENTAL BODILY INJURY TO THIRD PARTIES (including contractual) 2. MED EXP (any one person) 3. PERSONAL & ADV INJURY 4. GENERAL AGGREGATE 5. MEDICAL - COMM - AGG	
	AUTOMOBILE LIABILITY ANY AUTO COVERAGE: AUTOS ONLY HIRED AUTOS ONLY EXCLUDED: AUTOS NON OWNED AUTOS ONLY					1. CURRENT & SPECIAL LIMIT (if applicable) 2. BODILY INJURY (per person) 3. PROPERTY DAMAGE (per occurrence)	
	EMPLOYERS LIABILITY EXCESS LIAB CLAIMS MADE COV RETENTIONS					EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR, PARTNER OR AGENT OFFICIALS (NON-EXCLUDED) (Mandatory in NH) If you intend to operate in other jurisdictions, see OPERATIONS manual.			12/11/2020	12/11/2021	1. EACH ACCIDENT 2. DISEASE, SA EMPLOYER 3. UNEMP - POLICY LIMIT	500,000 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DocuSigned by:
Elizabeth Okeefe
 1183703A76C246F...

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John M Sullivan</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amplified Insurance Partners LLC I A Telamon Company 30 Southwest Park Westwood MA 02090	CONTACT NAME: Mary Waishek PHONE (A/C, No, Ext): (617) 964-5340 FAX (A/C, No): (617) 965-1843 E-MAIL ADDRESS: mw@amplifiedinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Co	NAIC # 18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 4/3/2004 RETRO DATE <input checked="" type="checkbox"/> 4/3/2002 ABUSIVE CONDUCT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2250574	04/03/2021	04/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 ABUSIVE CONDUCT \$ LIABILITY 1M/1M								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		PHPK2250578	04/03/2021	04/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP 500/COLL 1,000 \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB760309	04/03/2021	04/03/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A	HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY		PHPK2250574	04/03/2021	04/03/2022	EACH INCIDENT LIMIT 1,000,000 AGGREGATE LIMIT 3,000,000 CLAIMS MADE RETRO 4/3/2004								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DocuSigned by:

 11837D3A76C246F...

CERTIFICATE HOLDER State of New Hampshire Dept of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MISSION STATEMENT

Whitney Academy's mission is to:

- Provide empirically based, state of the art, cost effective, quality services to our students
- Provide residential, educational and treatment environments that are as "Normal" and "Homelike" as is possible, given the needs of the students we serve
- Treat students with dignity, respect, care and compassion
- Provide staff with opportunities for personal and professional growth
- Treat staff as valued colleagues who have something to contribute
- Establish a working environment that promotes creativity and recognizes and acknowledges the staff's contribution to the students and to the organization
- Maintain an organization that is ethical, trustworthy, intellectually challenging and one that fosters a sense of pride

12.4.08 rm

THE WHITNEY ACADEMY, INC.

Financial Statements

Year ended June 30, 2020

THE WHITNEY ACADEMY, INC.

Financial Statements
Year Ended June 30, 2020

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
The Whitney Academy, Inc.
East Freetown, Massachusetts

Report on the Financial Statements

We have audited the accompanying financial statements of The Whitney Academy, Inc. (a Massachusetts nonprofit corporation) (the "Organization"), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENT AUDITOR'S REPORT

(continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements; and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 8, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

November 30, 2020

THE WHITNEY ACADEMY, INC.**Statement of Financial Position**

June 30, 2020

(with comparative totals for 2019)

	2020		2019	
	Current Operations	Plant	Total	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 2,902,616	\$ -	\$ 2,902,616	\$ 1,050,586
Accounts receivable, net	1,488,387	-	1,488,387	1,283,835
Prepaid expenses	96,090	-	96,090	92,363
Funds held by trustee, current portion	-	219,843	219,843	212,441
Total current assets	4,487,093	219,843	4,706,936	2,639,225
PROPERTY AND EQUIPMENT,				
at cost, less accumulated depreciation	-	5,068,056	5,068,056	5,282,463
OTHER ASSETS				
Funds held by trustee, net of current portion	-	274,332	274,332	273,843
Total assets	\$ 4,487,093	\$ 5,562,231	\$ 10,049,324	\$ 8,195,531
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 136,519	\$ -	\$ 136,519	\$ 151,936
Accrued expenses	1,251,674	49,768	1,301,442	987,245
Deferred revenue	123,599	-	123,599	-
Loan payable - bond, current portion	-	120,000	120,000	115,000
Notes payable, current portion	-	541,332	541,332	134,811
Capital lease obligations, current portion	-	15,086	15,086	13,668
Massachusetts surplus revenue obligation	134,536	-	134,536	134,536
Other	21,354	-	21,354	12,430
Total current liabilities	1,667,682	726,186	2,393,868	1,549,626
LONG-TERM LIABILITIES				
Loan payable - bond, net of current portion	-	1,731,219	1,731,219	1,839,582
Notes payable, net of current portion	-	2,617,445	2,617,445	1,202,760
Capital lease obligations, net of current portion	-	19,046	19,046	34,132
Total long-term liabilities	-	4,367,710	4,367,710	3,076,474
Total liabilities	1,667,682	5,093,896	6,761,578	4,626,100
COMMITMENTS AND CONTINGENCIES (Notes 10 and 12)				
NET ASSETS				
Without donor restrictions	2,819,411	468,335	3,287,746	3,569,431
Total net assets	2,819,411	468,335	3,287,746	3,569,431
Total liabilities, and net assets	\$ 4,487,093	\$ 5,562,231	\$ 10,049,324	\$ 8,195,531

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.**Statement of Activities**

Year ended June 30, 2020

(with comparative totals for 2019)

	2020	2019
	Without Donor Restrictions	
REVENUE, SUPPORT AND GAINS		
Tuition and program service fees	\$ 12,277,863	\$ 12,113,553
Interest income	8,220	11,417
Contributions and grants	10	6,070
Other income	27,591	23,097
Total revenue, support and gains	12,313,684	12,154,137
EXPENSES		
Program Services		
Residential School	11,080,492	10,962,470
Supporting Services		
Management and general	1,514,877	1,535,112
Total expenses	12,595,369	12,497,582
CHANGE IN NET ASSETS	(281,685)	(343,445)
NET ASSETS, beginning of year	3,569,431	3,912,876
NET ASSETS, end of year	\$ 3,287,746	\$ 3,569,431

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.**Statement of Functional Expenses**

Year ended June 30, 2020

(with comparative totals for 2019)

	2020			2019
	Program Services - Residential School	Management and General	Total	Total
Employee compensation and related	\$ 9,114,284	\$ 1,261,764	\$ 10,376,048	\$ 10,443,969
Occupancy	524,652	36,350	561,002	583,038
Other program/operating	1,014,637	110	1,014,747	784,789
Administrative	142,902	201,186	344,088	374,988
Total expenses before depreciation	10,796,475	1,499,410	12,295,885	12,186,784
Depreciation	284,017	15,467	299,484	310,798
Total expenses	\$ 11,080,492	\$ 1,514,877	\$ 12,595,369	\$ 12,497,582

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.**Statement of Cash Flows**

Year ended June 30, 2020

(with comparative totals for 2019)

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (281,685)	\$ (343,445)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation	299,484	310,798
Amortization of bond issue costs and discount	11,637	11,635
Amortization of deferred financing fees	180	180
(Increase) decrease in asset accounts		
Accounts receivable	(204,552)	144,271
Prepaid expenses	(3,727)	(3,031)
Increase (decrease) in liability accounts		
Accounts payable	(15,417)	20,009
Accrued expenses	314,197	(8,160)
Deferred revenue	123,599	-
Other liabilities	8,924	(5,966)
Net cash provided by (used in) operating activities	252,640	126,291
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(34,111)	(36,831)
Net cash provided by (used in) investing activities	(34,111)	(36,831)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on loan payable - bond	(115,000)	(105,000)
Principal payments on notes payable	(139,040)	(135,875)
Payments on capital lease obligations	(13,668)	(12,733)
Proceeds from note payable	1,909,100	-
Net cash provided by (used in) financing activities	1,641,392	(253,608)
Net increase (decrease) in cash and cash equivalents	1,859,921	(164,148)
Cash, cash equivalents and restricted cash, beginning of year	1,536,870	1,701,018
Cash, cash equivalents and restricted cash, end of year	\$ 3,396,791	\$ 1,536,870
SUPPLEMENTAL DISCLOSURE (Note 13)		
Cash paid for interest	\$ 225,955	\$ 245,154

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements

June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The Whitney Academy, Inc. (the "Organization") is a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts. The Organization was created to provide education and treatment for developmentally disabled and mentally ill children and adults up to age 22.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Changes in Accounting Principles

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU provides the framework for recognizing revenue and is intended to improve comparability of revenue recognition practices across for-profit and not-for-profit entities. This ASU is effective for years beginning after December 15, 2018 and has been applied by the Organization on a retrospective basis.

In June 2018, FASB issued ASU 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This ASU is intended to clarify and improve the accounting guidance for contributions received and contributions made. The guidance includes clarification regarding accounting for grants and contracts as exchange transactions or contributions as well as guidance to better distinguish between conditional and unconditional contributions. This ASU is effective for years beginning after December 15, 2018 and has been applied by the Organization on a modified prospective basis.

In August 2016, FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. This ASU provides guidance related to the reporting of restricted cash on the Statement of Cash Flows. This ASU is effective for years beginning after December 15, 2018 and has been retrospectively applied by the Organization.

The adoption of these ASUs did not have a material effect on the Organization's financial statements.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash, Cash Equivalents and Restricted Cash

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less, excluding escrow accounts held by the trustee, to be cash equivalents.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Cash, Cash Equivalents and Restricted Cash (continued)***

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Statement of Financial Position to the sum of those amounts reported in the Statement of Cash Flows as of June 30:

	2020	2019
Cash and cash equivalents	\$ 2,902,616	\$ 1,050,586
Funds held by trustee, current portion	219,843	212,441
Funds held by trustee, net of current portion	274,332	273,843
Total cash, cash equivalents and restricted cash	\$ 3,396,791	\$ 1,536,870

Custodial Funds Held

The Organization acts as a fiduciary with respect to certain personal client funds it receives as a representative payee. Custodial funds are not the property of the Organization and are, therefore, reported on the Statement of Financial Position as an asset with an offsetting liability.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2020, the Organization did not record a valuation allowance. The Organization recorded a valuation allowance totaling \$15,000 at June 30, 2019.

Fair Value Measurements

The Organization applies the provisions of GAAP for fair value measurements of financial assets and financial liabilities, and for fair value measurements of non-financial items that are recognized and disclosed at fair value in the financial statements on a recurring basis. These provisions define fair value as the price that would be received in selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These provisions also establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Application of these provisions has not resulted in any change in the measurement of the carrying value of the Organization's financial assets or liabilities.

Property and Equipment

Property and equipment are recorded at cost on the date of acquisition or estimated fair market value on the date of donation. Depreciation of property and equipment and amortization of assets acquired under capital lease agreements is provided over the estimated useful life of the respective assets on a straight-line basis as follows:

	Life in Years
Building and building improvements	20-40
Land improvements	20
Leasehold improvements	5-10
Motor vehicles	3-5
Furniture and equipment	3-10

Expenditures for major renewals and improvements are capitalized, while maintenance and repairs are expensed as incurred.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements

June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Debt Issuance Costs

The Organization presents debt issuance costs related to a recognized debt obligation as a direct reduction of the carrying amount of the related debt on the Statement of Financial Position. Additionally, amortization of the debt issuance costs is reported as interest expense.

Paycheck Protection Program Loan

The Organization accounts for its Paycheck Protection Program ("PPP") loan (See Note 7) as a financial liability in accordance with GAAP. As provided for in the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the Paycheck Protection Program Flexibility Act, and the related guidance published by the U.S. Small Business Administration ("SBA"), the PPP loan and related accrued interest are partially or fully forgivable as long as the Organization uses the loan proceeds for certain qualified expenses, maintains employees and salary/wages amounts at certain required levels and the SBA approves an application submitted for forgiveness. The Organization intends to submit a forgiveness application during the year ended June 30, 2021.

Also in accordance with GAAP, the Organization would recognize a gain on extinguishment of debt for any of portion of the PPP loan of which the Organization receives a legal release from the obligation to repay from the SBA and its bank. Any such gain would be recognized during the period such legal release from the obligation to repay the PPP loan is received.

Net Assets

Net assets, revenue, support, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Consist of net assets available for use in general operations that are not subject to donor-imposed restrictions.

Net Assets With Donor Restrictions – Consist of net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or the expending of the net assets for particular purposes as specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the principal is to be maintained in perpetuity (donor-restricted endowment) and only the income from such net assets may be expended as specified by the donor or in accordance with the applicable Massachusetts law. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released to net assets without donor restrictions when the assets are placed in service. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. The Organization had no net assets with donor restrictions as of June 30, 2020 and 2019.

Revenue Recognition and Surplus Revenue Retention

Students of the Organization are supported by state and municipal government agencies both within and outside Massachusetts. Therefore, the Organization is subject to the regulations and rate formulas of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division ("OSD"). Revenue is recorded at the Organization's rate of reimbursement as certified by OSD. Tuition revenue is recognized during the year in which the related services are provided to clients. Revenue received in advance of the delivery of services is recorded as deferred revenue.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements

June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition and Surplus Revenue Retention(Continued)

Under the applicable Commonwealth of Massachusetts regulation, the Organization may not retain an annual surplus in excess of 20% of its Commonwealth of Massachusetts program service fee revenues. A surplus in excess of the annual 20% limit is subject to recoupment or may be used to reduce future Commonwealth of Massachusetts program service fees by the Commonwealth of Massachusetts. During the year ended June 30, 2020, the Organization did not have an annual surplus related to its Commonwealth of Massachusetts program service fees in excess of the 20% limit allowed under the applicable regulation. Non-Commonwealth of Massachusetts revenues are not subject to the regulation but may be subject to other regulatory or contractual limitations

Contributions

Contributions are recognized at the earlier of when received or when the donor declares an unconditional promise to give cash or other assets to the Organization. Conditional promises to give, that is, those with a measurable performance or other barriers to be overcome before the Organization is entitled to the assets transferred or promised, and a right of return or release, are not recognized as contributions revenue until the conditions have been substantially met or waived.

Advertising

Advertising costs, which relate primarily to employee recruitment and promotional materials, are expensed as incurred, and totaled \$57,464 and \$50,672 during the years ended June 30, 2020 and 2019, respectively.

Functional Allocation of Expenses

The costs of programs and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated include employee compensation and related (consisting of salaries, payroll taxes and benefits), occupancy, various other program and administrative costs, and depreciation. These expenses have been allocated on the basis of estimated time and effort, square footage as well as other reasonable allocation methods.

Tax Status

The Organization is qualified under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal and state income taxes. The Organization is not a private foundation within the meaning of Section 509(a) of the Code. It is an educational organization as described in Sections 509(a)(1) and 170(b)(1)(A)(ii) of the Code.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2017.

THE WHITNEY ACADEMY, INC.**Notes to Financial Statements**

June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Subsequent Events***

The Organization evaluated events that occurred after June 30, 2020; the date of the Statement of Financial Position, but before the date the financial statements were available to be issued, November 30, 2020, for potential recognition or disclosure in the financial statements. The Organization did not identify any subsequent events that had a material effect on the accompanying financial statements.

Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total. This information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Reclassifications

Certain amounts in the prior year column have been reclassified from the prior year audited financial statements to conform to the current year presentation. These reclassifications had no effect on the change in net assets.

2 - LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities of its programs as well as the conduct of services undertaken to support those activities to be general expenditures.

At June 30, 2020, financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date consist of the following:

Cash and cash equivalents	\$ 2,902,616
Accounts receivable, net	1,488,387
Total financial assets available within one year	\$ 4,391,003

The Organization also has a line of credit (see Note 9) that allows for additional borrowings of up to \$900,000 for working capital purposes. There were no amounts drawn under this arrangement during the years ended June 30, 2020 and 2019.

3 – CASH – CLIENT REPRESENTATIVE PAYEE FUNDS

Cash and cash equivalents includes student funds provided by the Social Security Administration, other funding sources and the students' parents totaling \$20,735 and \$11,759 at June 30, 2020 and 2019, respectively. The Organization serves as a client representative payee and as such has a fiduciary responsibility over these funds and has recorded an offsetting liability that is included in other current liabilities in the Statement of Financial Position. These funds are held in separate accounts as required by the Social Security Administration.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2020

4 – PROPERTY AND EQUIPMENT

At June 30, property and equipment consisted of the following:

	2020	2019
Land	\$1,132,106	\$1,132,106
Buildings and building improvements	6,657,657	6,657,657
Furniture and equipment	1,010,582	1,006,315
Motor vehicles	374,570	389,687
Leasehold improvements	197,269	197,269
Land improvements	119,986	119,986
Construction-in-progress	62,017	32,353
	9,554,187	9,535,373
Less accumulated depreciation	(4,486,131)	(4,252,910)
	\$5,068,056	\$5,282,463

Depreciation expense for the years ended June 30, 2020 and 2019 totaled \$299,484 and \$310,798, respectively.

5 – ACCRUED EXPENSES

At June 30, accrued expenses consisted of the following:

	2020	2019
Vacation and holiday	\$ 536,487	\$ 565,821
Payroll and related	394,873	368,781
Funding source overpayments	320,314	-
Interest	49,768	52,643
	\$ 1,301,442	\$ 987,245

6 – LOAN PAYABLE - BOND

The Organization entered into a loan agreement (the "Agreement") with the Massachusetts Development Finance Agency ("Mass Development") and a Trustee, to issue a 30-year revenue bond with an average yield of 8.09% for \$3,090,000 in 2000. The loan proceeds were made available for the acquisition and renovation of a 7.23 acre tract of land and an existing facility, the construction of an addition to the facility and to fund costs of issuance.

The Organization makes periodic payments of principal and interest to the Trustee during the year. The Agreement is secured by all real and personal property owned by the Organization. As part of the Agreement, the Organization must comply with various financial covenants, including, but not limited to a debt service coverage ratio. The Organization was not in compliance with the debt service coverage ratio for the year ended June 30, 2020. The Organization has received a waiver from the majority bondholder with respect to the bondholder's rights upon the Organization's noncompliance with the required financial covenants for the fiscal year ended June 30, 2020.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2020

6 – LOAN PAYABLE – BOND (Continued)

At June 30, 2020, the Massachusetts Development Finance Agency Loan consisted of the following:

Series 2000 Revenue Bond Issue	\$1,970,000
Less unamortized discount	(59,316)
Less unamortized deferred loan costs	(59,465)
	\$1,851,219

Funds held by the Trustee in escrow represent amounts that are limited to use under the Agreement. Escrow amounts at June 30, 2020 are as follows:

Debt Service Interest Fund	\$ 116,275
Debt Service Principal Fund	103,568
Funds held by Trustee for current use	\$ 219,843
Debt Service Reserve Fund	\$ 274,332
Funds held by Trustee for non-current use	\$ 274,332

Principal maturities of the loan as called for in the Agreement are as follows for the years ending June 30:

2021	\$ 120,000
2022	130,000
2023	140,000
2024	150,000
2025	165,000
Thereafter	1,265,000
	\$1,970,000

As of June 30, 2020 and 2019, the Organization capitalized loan costs totaling \$178,321 in connection with its loan payable-bond and notes payable. The unamortized balance of these deferred costs, which are being amortized over the terms of the debt, totaled \$59,984 and \$65,966 as of June 30, 2020 and 2019, respectively. The amortization of these costs totaled \$5,982 and \$5,981 for the years ended June 30, 2020 and 2019, respectively, and is included in interest expense described below.

The Organization reported interest costs on all debt obligations of the Organization (including amortized deferred loan costs of \$5,982 and \$5,981) of \$229,062 and \$248,510 for the years ended June 30, 2020 and 2019, respectively.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2020

7 – NOTES PAYABLE

At June 30, notes payable consisted of the following:

	2020	2019
Adjustable rate mortgage note payable to Bristol County Savings Bank (the "Bank"), secured by certain real property and payable in monthly installments of principal and interest totaling \$2,093 through February 2019 (\$2,124 subsequent to February 2019). The interest rate was equal to the corporate base rate of the Bank plus 2% with annual adjustments through February 2019. Subsequent to February 2019, the interest rate is equal to 5.50%, until the note's maturity in May 2023.	\$ 68,488	\$ 89,577
Adjustable rate mortgage note payable to the Bank, secured by certain real property and payable in monthly installments of principal and interest totaling \$1,732 through February 2019 (\$1,723 subsequent to February 2019). The interest rate was equal to the corporate base rate of the Bank plus 2% with annual adjustments through February 2019. Subsequent to February 2019, the interest rate is equal to 5.50% through February 2024, at which time the interest rate will adjust to the FHLB Boston 5 Year Classic Advanced Rate plus 2.25%, until the note's maturity in February 2027.	115,099	129,024
Adjustable rate mortgage note payable to the Bank, secured by certain real property and payable in monthly installments of principal and interest totaling \$2,371 through February 2019 (\$2,351 subsequent to February 2019). The interest rate was equal to the corporate base rate of the Bank plus 2% with annual adjustments through February 2019. Subsequent to February 2019, the interest rate is equal to 5.50% through February 2024, at which time the interest rate will adjust to the FHLB Boston 5 Year Classic Advanced Rate plus 2.25%, adjusting every five years until the note's maturity in February 2029.	193,982	211,007
Adjustable rate mortgage note payable to the Bank, secured by certain real property and payable in monthly installments of principal and interest totaling \$2,531 through March 2019 (\$2,506 subsequent to March 2019). The interest rate was equal to the corporate base rate of the Bank plus 2% with annual adjustments through March 2019. Subsequent to March 2019, the interest rate is equal to 5.50% through March 2024 at which time the interest rate will adjust to the FHLB Boston 5 Year Classic Advanced Rate plus 2.25%, adjusting every five years until note's maturity in September 2029.	217,609	235,178

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements

June 30, 2020

7 – NOTES PAYABLE (continued)

Mortgage note payable to the Bank, secured by certain real property and payable in monthly installments of principal and interest totaling \$1,853 through February 2019 (\$1,745 subsequent to February 2019). Interest rate was equal to the corporate base rate of the Bank plus 2% with annual adjustments through February 2019. Subsequent to February 2019, the interest rate is equal to 5.50% through February 2024 at which time the interest rate will adjust to the FHLB Boston 5 Year Classic Advanced Rate plus 2.25%, adjusting every five years until the note's maturity in January 2033.

189,631	199,835
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Mortgage note payable to the Bank, secured by certain real property and payable in monthly installments of principal and interest totaling \$2,874 through June 2021. Interest at 5% through June 2021, at which time the interest rate will be adjusted to the corporate base rate of the Bank in effect at that time plus 2% with annual adjustments thereafter. Monthly payments will be adjusted at the time of each annual interest rate adjustment until the note's maturity in June 2036.

374,661	389,441
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1.00% unsecured PPP loan payable to the Bank maturing on May 4, 2022. As more fully described in Note 1, the loan is partially or fully forgivable as long as certain requirements are met. No amount of the loan was forgiven as of June 30, 2020.

1,909,100	
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Notes payable to various lenders at interest rates ranging from 0.9% to 12.49%, secured by certain vehicles and equipment and payable in monthly installments of principal and interest ranging from \$438 to \$642, maturing at various dates through November 2025.

90,726	84,208
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3,159,296	1,338,270
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Less current portion

(541,332)	(134,811)
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Less unamortized deferred loan costs

(519)	(699)
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\$2,617,445	\$1,202,760
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Long-term debt maturities are as follows for the years ending June 30:

2021	\$ 541,332
2022	1,633,612
2023	122,829
2024	98,125
2025	103,691
Thereafter	659,707
	\$3,159,296

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements

June 30, 2020

8 – CAPITAL LEASE OBLIGATIONS

The Organization has entered into various lease obligations for certain equipment. Based on the provisions of GAAP, the leases meet the criteria of a capital lease and, accordingly, have been recorded as such.

The following is a summary of leased assets included in property and equipment at June 30:

	2020	2019
Equipment	\$59,975	\$59,975
Accumulated depreciation	(35,098)	(23,103)
	\$24,877	\$36,872

Future minimum lease payments required under capital leases and present values for the years ending June 30 are as follows:

2021	\$17,800
2022	14,549
2023	5,899
Total minimum lease payments	38,248
Less interest	(4,116)
Present value of minimum lease payments	\$34,132

The present value of minimum lease payments is recorded in the Statement of Financial Position as follows:

Capital lease obligations, current portion	\$15,086
Capital lease obligations, less current portion	19,046
Present value of minimum lease payments	\$34,132

9 – LINE OF CREDIT

The Organization maintained a line of credit agreement with a borrowing limit of \$900,000 to support the Organization's short-term working capital needs. Payments of interest on the outstanding principal are due monthly at the bank's corporate base rate plus 1% with a floor of 4% (4.25% and 6.50% as of June 30, 2020 and 2019, respectively) with any principal balance due on demand. The line of credit has a maturity date of December 31, 2020, subject to renewal. Upon maturity, the Organization's management expects the line of credit to be renewed for another year. At June 30, 2020 and 2019, there was no outstanding balance.

10 – OPERATING LEASE COMMITMENTS

The Organization is committed under various non-cancellable operating leases for vehicles and equipment. Future minimum payments under these leases are as follows for the years ending June 30:

2021	\$ 66,380
2022	56,747
2023	46,794
2024	4,441
	\$ 174,362

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements

June 30, 2020

10 – OPERATING LEASE COMMITMENTS (Continued)

The Organization's total rent expense under all operating leases for the years ended June 30, 2020 and 2019 was \$74,191 and \$75,206, respectively.

11 – RETIREMENT PLAN

The Organization maintains an employer-sponsored Internal Revenue Service approved Group Annuity Contract Retirement Plan (the "Plan") for the exclusive benefit of its employees and their beneficiaries. Employer contributions to the Plan by the Organization are discretionary and determined annually by the Organization's Board of Directors. Contributions are allocated among all employees with one or more years of service based on length of service. Only qualifying employees employed on the last day of the fiscal year are entitled to their allocable share of the contribution.

There were no discretionary contributions by the Organization for the years ended June 30, 2020 and 2019.

12 – CONTINGENCIES AND CONCENTRATION OF CREDIT RISK

Contingencies

On March 13, 2020, a national emergency was declared in the United States as a result of the COVID-19 pandemic. This ongoing public health crisis has had a significant and wide-ranging effect on the United States and local economies. Although management continues to actively assess and respond to the pandemic and related government orders for public health and safety, the longer-term impact of the pandemic on the Organization's operations and financial position cannot be reasonably determined at this time.

In accordance with the terms of its contracts with the Commonwealth of Massachusetts, the records of the Organization are subject to audit. Therefore, the Organization is contingently liable for any disallowed costs. Management believes that any adjustments that might result from such an audit would be immaterial.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash and cash equivalents.

A significant portion of the Organization's revenue and receivables are from purchasing agencies and cities and towns within the Commonwealth of Massachusetts, other New England states, the State of New York, the State of Maryland and the State of Alabama.

13 – SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

During the year ended June 30, 2020, the Organization acquired assets by utilizing note payable agreements totaling \$50,966.

**The Whitney Academy, Inc.
Board Members**

FY 2021

Kevin Marques – President and Treasurer

Executive Director, Whitney Academy, Inc.

**Elizabeth A. O’Keefe, Corporate Secretary/Clerk
eokeefe@whitneyacademy.org**

Business Manager, Whitney Academy, Inc.

George E. Harmon, Board Member

geharmon@whitneyacademy.org

Judy Mulrooney, Board Member

jm57@comcast.net

Director of Special Education, Taunton High School

Page 2 of 2

Stephen Potts, Board Member

Neil Kolikof Board Member

Accountant

Richard Wentzel, Board Member

Sheila Haight Harmon, Board Member

Nicole Parent, M.Ed.

Program Director, Whitney Academy, Inc.

EDUCATION

Master of Education, Education Leadership and Management
January 2003

Bachelor of Arts, Special Education
Bridgewater State University - May 1996

EMPLOYMENT HISTORY

Director of Program Services (October 2013 – Present)
Whitney Academy, Inc.

- Supports staff and organizational committees with practices and programming that reduce recidivism and encourage positive behavior change.
- Supervise administrative systems, reporting, and other data collection
- Ensure contractual obligations and compliance with all standards, laws, and ordinances
- Ensure all standards, procedures and protocols are implemented as defined
- Oversee and support all departmental directors
- Monitor and evaluate all day-to-day activities and program needs

Education Director (November 2002 - October 2013)
Whitney Academy, Inc.

- Managed department of 20+ Teachers, Aides, and other direct service providers

- Ensured compliance with regulations set forth by licensing authorities (i.e. DESE, EEC, etc.) and with contractual obligations of placing agencies (i.e. DCF, DHHS, etc)
- Monitored IEP related programs to ensure accurate and consistent implementation
- Collaborate, manage and evaluate systems to ensure the achievement of student IEP goals and related progress measures
- Plan, organize, and administer special education programs, including curriculum review and implementation, technical assistance to staff, and program development and evaluation

Special Education Teacher (February 1998- November 2002)
Whitney Academy, Inc.

- Provided classroom and individualized instruction based on student needs
- Conducted evaluations in preparation for IEP development
- Monitored IEPs to ensure accurate and consistent implementation
- Trained and supervised Teacher Aide working in the classroom
- Provided written student reports and presented student progress at team meetings

Special Education Teacher (September 1996- June 1997)
Bristol County Agricultural High School

- Provided 9th grade English and Science instruction in self-contained classrooms
- Co-taught 10th grade inclusive classroom
- Provided verbal reports to parents

REFERENCES

References are available on request



Susan Beavan Oliver, LICSW

Professional Experience

July 2006-Present

Adolescent Unit Supervisor, Department of Children and Families, New Bedford, MA

- Supervisor of 4 Case Managers and 1 Court Liaison who carry an average of 18 families whose children are involved with DCF because of a CRA Stubborn/Runaway, Habitual School Offender, Truancy, or protective concerns.
- Ensure that Case Managers make appropriate referrals to service children and families.
- Ensure that Case Managers are working in collaboration with School Departments to improve children's academic/behavioral performance in school.
- Assess the need for children to enter, DCF Foster Care, IFC, STARR, Group Care or Residential Care, or to return to the Community or home from placement.
- Provide Group Supervision and Training to Unit.
- Provide Clinical Supervision to Case Managers.
- Provide Crisis Intervention and Implement Safety Plans during Emergency Responses.
- Ensure that Quality assurance objectives set by Management are being met through monitoring staff compliance and setting up supportive action plans as needed.
- Provide training to new staff.
- Supervisor Masters Level Staff Internships as one of two LICSWs in the office.
- Member of a 30 person Leadership Team. The team works collaboratively to improve office morale, create and implement efficient systems for a continually growing workforce, review statistical measures of the office in comparison to the rest of the state, implements plans to be sure goals are being met. Plan events, trainings, and other staff related activities.
- Certified Family Group Conference Facilitator.
- Former Chairperson for the Office Training Committee; facilitated/organized trainings for area office staff.

September 2005-July 2006

Regional Resource Center Service Specialist, Justice Resource Institute, Brockton, MA

- Panel Member of Family Networks' Family Team Meetings.
Facilitated referrals for all Group Home and Residential placements from New Bedford DSS.
- Consulted to Family Networks' New Bedford Area Lead Agency.
- Provided crisis support to programs/assisted with corrective action plans
- Monitored progress of youth in care to ensure that their Clinical and Permanency Planning Goals were met.
- Provided Training to Family Networks' Service Coordinators.

September 2002-September 2005

Clinical/Educational Coordinator, Southeast Commonworks, Justice Resource Institute, Fall River, MA.

- Collaborated with Local Education Authorities (LEA's), the Department of Social Services (DSS) and Providers to ensure that all Clinical and Educational needs were met.
- Oversaw treatment planning and service delivery for Commonworks youth. Aided in the implementation/supervision of Clinical and Educational services.
- Monitored the progress of youth in care and made recommendations/arrangements for additional services as needed.
- Served as a placement resource/clinical consultant to DSS and Provider Network.
- Provided crisis support to programs/assisted with corrective action plans.

March 2001-September 2002

Care Manager, Placement Solutions, The Providence Center, Providence, RI

- Monitored and evaluated clinical services for children living in out of home placements through the Department of Youth and Families (DCYF) through Utilization Review.
- Provided clinical consultation to DCYF.
- Facilitated timely transitions to less restrictive settings.
- Promoted collaboration and accountability of all parties involved in the child's treatment plan.

October 2000-March 2001

Clinical Supervisor, Valley Community School, Pawtucket, RI.

- Member of a four person management team in charge of the daily operations of the school
- Provided Clinical Supervision to three Master's Level Clinicians.
- Coordinated clinical services for children within the school.

December 1997-October 2000

Clinical Social Worker, Steven's Residential Treatment Center, Swansea, MA.

- Provided specialized clinical services to male sex abusers/offenders and their families/caregivers.
- Participated in program and staff development.
- Provided training to Behavioral Specialists.
- Presenter at the Massachusetts Adolescent Sexual Offender Coalition second Joint Conference on Sex Offense- Specific Assessment, Treatment and Safe management of Child, Adolescents and Adults, April 14, 2000, "Parent Training for the Supervision of Sexually Assaultive Youth."

Certifications/Education

**Communication and Literacy portion of the Massachusetts Test for Educator
Licensure, passing scores, November 22, 2008**

**Child and Adolescent Needs and Strengths (CANS), March 3, 2009, Certified to
administer the assessment scale to children and adolescents**

Certified Family Group Conference Facilitator, 2006

**Rhode Island College
School of Social Work
Masters of Social Work, 1997**

**University of Massachusetts, Dartmouth
BA/Sociology and Social Services
G.P.A. 3.85, Summa Cum Laude, 1994**

KEVIN S. MARQUES

PROFILE: NON-PROFIT LEADERSHIP

MBA, CPA, MS in Psychology & Doctorate Student in Educational Leadership

Highly accomplished individual with passionate commitments to making a difference, professional development, and public service. Solutions-driven strategist with proven ability to develop vision and execute on goals. Effective leader, adept at inspiring others, demonstrating superior decision-making skills, and gaining stakeholder support for new initiatives. Extensive financial, business, and technical acumen complemented by unique administrative, academic, and clinical knowledge.

CORE COMPETENCIES

- | | | |
|-----------------------|--------------------------------|------------------------------|
| ▪ Strategic Planning | ▪ Finance/Accounting/Budgeting | ▪ Operations Management |
| ▪ Risk Mitigation | ▪ Staffing/Training/Leadership | ▪ Policy/Program Development |
| ▪ Executive Reporting | ▪ Presentations/Negotiations | ▪ Project Management |
| ▪ Change Management | ▪ MIS Management/Support | ▪ Community Leadership |

PROFESSIONAL EXPERIENCE

Whitney Academy, East Freetown, MA **2009 – Present**

State-of-the-art, not-for-profit residential treatment center accredited by the Joint Commission

Assistant Executive Director (2017 – Present)

Chief Financial Officer (2015 – 2017)

Assistant Controller (2012 – 2015)

A/R Accountant (2011 – 2012)

A/P Accountant (2009 – 2010)

Summary of Responsibilities:

- Manage financial, accounting, and regulatory operations spanning 4 residences, school, and administrative facilities. Control organizational cash flow and capital expenditures.
- Prepare and administer annual \$10M+ budget and UFR, approved by Board of Directors.
- Conduct financial planning and analysis, with a focus on cost control and risk mitigation.
- Design, implement, and monitor internal controls and other agency-wide policies.
- Review and audit all accounting transactions for integrity and accuracy.
- Generate financial statements and analytical reports for external auditors.
- Oversee Management Information Systems, including Accounting and Payroll software (Blackbaud & ADP), VPN, VMWare, firewalls, wi-fi, and security.
- Provide status reports, key findings, and recommendations to Executive Director.

Selected Financial & Business Achievements:

- **Significantly increased profitability** through expert forecasting and proactive monitoring.
- **Strengthened internal controls** to prevent fraud and conflict of interest.
- **Doubled cash balances**, improved cash flow, and maintained superior cash position.
- **Developed budgetary allocation for multiple departments** including Residential, Education, Administration, Medical, and Maintenance.
- **Proposed and secured buy-in** to bring outsourced Payroll in-house, saving \$20K annually.
- **Generated cash savings that enabled purchase of additional property** for residential, administrative, and school expansion; initiated transaction, and obtained a bargain price.
- **Financial Project Leader** on integration of Payroll into centralized HR/ADP system.
- **Created a data disaster recovery program** that identified vulnerabilities, and implemented action plans to reduce risk of down time and lost revenue.

Selected Leadership Achievements:

- **Earned rapid promotions** from an individual contributor to leadership roles.
- **Assisted Acting-Executive Director** during Executive Director's leave of absence.
- **Stepped up to manage MIS function** and became a "go to" resource for technology users; trained and provided leadership to IT coordinator.
- **Collaborate with Executive Director and Business Manger** on pending or possible litigation actions.
- **Initiated bi-weekly/monthly meetings with key departments**, including Admissions and Recruiting, to better understand their operations, needs, and expenses.

- **Managed 3 employees at peak:** A/R Accountant, A/P Accountant, and IT coordinator.

Kevin Marques | Page 2 of 2

COMMUNITY LEADERSHIP

MAAPS (Massachusetts Association of 766 Approved Private Schools) 2015 – 2019

Professional Development Group Committee Member

Contributed to the development and implementation of professional development activities for 4 concentrations: Executive Managers, CFO/Business Managers, Education Directors/Principals, and Clinical/Residential Directors.

- **Planned and orchestrated 12 workshops annually**, each attended by 20-60 leaders.
- **Screened presenters** to determine competency in specific field.
- **Optimized workshop attendance** through cost-effective pricing and interactive training.
- **Measured effectiveness of workshops** and assessed feedback for expectations.
- **Retrenched program budget** to receive maximum results.

VOLUNTEER ACTIVITIES

Active Red Cross Volunteer
Income Tax Assistance (VITA)
School on Wheels Inc:

TECHNICAL SKILLS

MS Office Suite (Word & Excel), Adobe Photoshop, QuickBooks, Blackbaud, Microsoft Dynamics SL (Solomon), Crystal Reports, ADP Payroll, SharePoint, WebEx, PC Repair, VPN, Security, Firewalls

CERTIFICATIONS

CPA, Certified Public Accountant - Massachusetts
Massachusetts Notary Public
Training for Intervention Procedures (TIPS)

EDUCATION

Doctorates in Educational Leadership, 2017 – Present; anticipated graduation, 2021
Southern New Hampshire University, Hooksett, NH

MS, Master of Science with a focus in Psychology, GPA 4.00/4.00
Grand Canyon University, Phoenix, AZ, 2017-2018

MBA, Masters in Business Administration, GPA 3.778/4.00
University of Massachusetts Dartmouth, North Dartmouth, MA, 2009-2011

Bachelor of Science, Accounting, Magna Cum Laude, GPA 3.820/4.00
University of Massachusetts Dartmouth, North Dartmouth, MA, 2005-2009

Bilingual: Fluent in English & Portuguese

THE WHITNEY ACADEMY, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kevin Marques	Executive Director	206,600		
Nicole Parent	Program Director	114,800		
Susan Oliver	Clinical Director	100,800		

DocuSigned by:
Elizabeth Okufi
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