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Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

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

June 6, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Children Youth and Families, to enter into a **sole source** agreement with Mount Prospect Academy (Vendor #264251), 354 Main Street, Plymouth, NH 03264, to provide an Enhanced Placement Capacity Program for female youth in an amount not to exceed \$6,666,144, effective July 1, 2019 or upon Governor and Executive Council approval, whichever is later, through June 30, 2023. 50% Federal Funds, 50% General Funds.

Funds are anticipated to be available in the following account for State Fiscal Years 2020, 2021, 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2020	535-500376	Out of Home Placements	42105852	\$1,666,536
2021	535-500376	Out of Home Placements	42105852	\$1,666,536
2022	535-500376	Out of Home Placements	42105852	\$1,666,536
2023	535-500376	Out of Home Placements	42105852	\$1,666,536
			Total	\$6,666,144

Because the Bridges System is used to process and monitor the payments for this agreement, a purchase order will only be assigned for a portion of the contract amount. The New Hampshire First System will only be used to encumber a portion of these funds.

EXPLANATION

This request is **sole source** because Becket Academy, Inc. responded to a Request for Proposals but later informed the Department that their affiliated organization, Mount Prospect Academy, would provide the services requested under the original solicitation. Becket His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

Academy, Inc. was the only vendor that responded to the original solicitation. Both Mount Prospect Academy and Becket Academy, Inc. fall under the same legal umbrella of the Becket Family of Services organization.

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

Approximately 16 individuals will be served during State Fiscal Years 2020 and 2021.

Services will be provided in a manner that supports community-based residential treatment services and will include on-site individualized clinical services, access to psychiatry services, milieu treatment that encompasses individual culture, family treatment and integration services, staff ratios above the minimal expectations in NH Administrative Rules He-C 6350 and He-C 4001, as well as access to educational services.

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

Mount Prospect Academy will provide six (6) residential treatment beds for females. These services are available to youth who would otherwise not have been able to be served in the community. The covered population includes female youth who are delinquent and ineligible to receive services at the Sununu Youth Services Center (SYSC), female youth who are otherwise discharged or transferred from SYSC and youth being served by the Department through Child in Need of Services (CHINS), Abuse and Neglect, and Children's Behavioral Health programs.

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

The following performance measures will be used to measure the effectiveness of the agreement, which include, but are not limited to:

- A performance-based incentive will be awarded to the Contractor if eighty percent (80%) of youth demonstrate a minimum of thirty percent (30%) improvement in Child Adolescent Needs and Strengths at the time in which the youth is deemed eligible for discharge.
- The Contractor shall achieve an eighty percent (80%) consumer satisfaction rating via a survey or other method for the first (1st) year of the contract, and an eighty-five percent (85%) consumer satisfaction rating for the second year of the contract. For this purpose, "consumer" is defined as the youth served and their parents or caretakers.
- In one hundred percent (100%) of cases, the Contractor documented facilitation of contact between youth and family.
- Ninety percent (90%) of female youth completed their stay at the program until the Department's planned discharge date.

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As referenced in the Exhibit C-1, the Department reserves the right to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, the Department may have inadequate placement options for female youth served due to the Department's limited residential treatment resources. This may affect the youth, the families and potentially the communities that the youth are from as the youth may not have services to meet their needs. In addition, it may negatively impact the ability of the Department to meet the needs of the youth it serves.

Area served: Statewide

Source of Funds: 50% Federal Funds from the US Department of Health & Human Services, Centers for Medicare and Medicaid Services and 50% General Funds.

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

Respectfully submitted,

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Jeffrey A. Meyers Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Enhanced Placement Capacity Program (SS-2020-DCYF-03-ENHAN-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.								
1.1 State Agency Name			1.2 State Agency Address					
NH Department of Health and Human Services			129 Pleasant Street					
•			Concord, NH 03301-3857					
1.3 Contractor Name			1.4 Contractor Address					
Mount Prospect Acadmey			354 Main Street, Box 58					
			Plymouth, NH 03264					
1.5 Contractor Phone	1.6 Account Number	1.7 Con	pletion Date	1.8 Price Limitation				
Number								
603-353-9412	05-95-42-421010-29580000-	June 30,	2023	\$6,666,144				
	535-500376							
1.9 Contracting Officer for State Agency			1.10 State Agency Telephone Number					
Nathan D. White, Director		603-271-9631						
Bureau of Contracts and Procur	ement							
1.11 Contractor Signature			1.12 Name and Title of Contractor Signatory					
fifting lan			Fy Caron P	resident				
0110								
1.13 Acknowledgement: State	of NH , County of (gratto	n					
			1.1 .1					
On 6/6/19 , befor	re the undersigned officer, person	ally appear	ed the person identif	ied in block 1.12, or satisfactorily				
	name is signed in block 1.11, and	acknowled	ged that s/he execute	d this document in the capacity				
indicated in block 1.12.	LING THE SHE DECE							
1.13.1 Signature St Notary Public or Justice of the Peace Notary Public - New Hampshire								
My Commission Expires January 18, 2022								
My Commission Expires January 18, 2022 [Seal]								
1.13.2 Name and Title of Notary or Justice of the Peace								
Maria CN Varia Malaist								
Maria CD Young, Notavy 1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory								
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory								
MAR IN	Date: $(0/1)/9$	This	tie Toma t	B social commission				
1.16 Approval by the NAL Department of Administration; Division of Personnel (if applicable)								
By:			Director, On:					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)								
By: Xilla M. Eng		On:	6/6/2019					
1.18 Approval by the Governor and Executive Council (if applicable)								
By:		On:						
By.		Uii.						

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price

which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data

requires prior written approval of the State.

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

11. CONTRACTOR'S RELATION TO THE STATE. In

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Contractor Initials ______ Date_______ C_/__/9

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Contractor Initials _____ Date _____6/6/19



Scope of Services

1. Provisions Applicable to All Services

- **1.1.** The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- **1.2.** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- **1.3.** For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. Covered Population

- 2.1.1. The Contractor shall provide enhanced residential treatment services to:
 - 2.1.1.1. Females between fourteen (14) and twenty-one (21) years of age, the majority of which shall be between fourteen (14) and eighteen (18) years of age, or have a similar profile of youth described in (2.1.1.2).
 - 2.1.1.2. Have a propensity for high risk behaviors including, but not limited to:
 - 2.1.1.2.1. Significant behavioral challenges;
 - 2.1.1.2.2. Past assaultive behaviors'
 - 2.1.1.2.3. Past aggressive behaviors towards staff and other youth'
 - 2.1.1.2.4. History of oppositional behaviors;
 - 2.1.1.2.5. Substance misuse;
 - 2.1.1.2.6. Self-injurious behaviors;
 - 2.1.1.2.7. Suicidal ideation and gesturing;
 - 2.1.1.2.8. Fire setting history;
 - 2.1.1.2.9. Problem sexual behaviors; and
 - 2.1.1.2.10. Severe Emotional Disturbances (SED); and
 - 2.1.1.2.11. Habitual absconding behaviors.
 - 2.1.1.3. Have been non-compliant with treatment, education or other services provided through previous programs both in-home and in residential services.

Contractor Initials ______ Date _____/9



- 2.1.1.4. May have co-occurring diagnoses with mental health and substance use disorders.
- 2.1.1.5. May have exhibited assaultive or destructive behaviors in previous placements as well as running away and/or defiance.
- 2.1.1.6. May have unmet medical needs that must be immediately addressed.
- 2.1.1.7. May have displayed significant behaviors prior to the time of admission or during the time of admission or placement and the youth will likely not be eligible for other placement settings.
- 2.1.2. The Contractor agrees the program is NOT designed or intended to serve the following populations:
 - 2.1.2.1. Youth who are actively suicidal to the extent that the youth is actively acute and eligible for an involuntary admission based on RSA 135-C:27-33.
 - 2.1.2.2. Youth who are actively detoxing from substances, who law enforcement have determined are under the influence or who require medical detox and are not medically cleared.
 - 2.1.2.3. Youth who require a higher level of care than can be provided through this contract shall be placed in a level of care utilizing the ASAM criteria.
 - 2.1.2.4. Youth who are physically assaultive to a degree, which would immediately endanger the safety of program youth or Contractor staff.
- 2.1.3. The Contractor agrees youth who are served under petitions or bureaus of any of the following, may be eligible as long as the youth meet the requirements in 2.1.1 above:
 - 2.1.3.1. Delinquency in that the youth are pre-adjudicated and/or adjudicated delinquent, may be ineligible to receive services at the Sununu Youth Services Center (SYSC) because of changes in State law adopted in 2017 Laws Ch. 156 and current law RSA 169-B or otherwise discharged or transferred from SYSC;
 - 2.1.3.2. Abuse and/or
 - 2.1.3.3. Neglect and/or
 - 2.1.3.4. Children in need of services and or
 - 2.1.3.5. Being brought to the attention of the Bureau of Children's Behavioral Health

Contractor Initials Date 6/6/19



2.2. Required Services

- 2.2.1. The Contractor shall provide a minimum of six (6) enhanced residential treatment beds in accordance with Section 2.1, Covered Population.
- 2.2.2. The Contractor shall accept all referred youth with the exception of those who are excluded as specified in Section 2.1.2.
- 2.2.3. The Contractor shall not discharge youth unless the youth:
 - 2.2.3.1. Transitioned to a stepdown program,
 - 2.2.3.2. Meets eligibility criteria for commitment/detention,
 - 2.2.3.3. Achieves permanency, or
 - 2.2.3.4. Has behaviors the program is not designed or expected to treat based on Section 2.1.2.
- 2.2.4. The Contractor shall provide notice to the Department referring staff and the Division of Juvenile Probation and Parole Officer (JPPO) supervisor and program specialist should a youth have behaviors the program is not designed or expected to treat based on Section 2.1.2.
- 2.2.5. The Contractor shall notify the Department referring staff and Contract Manager no later than seventy-two (72) hours prior to the intent to discharge a youth from the program based on Section 2.1.2.
- 2.2.6. The Contractor shall re-admit youth that run away or are hospitalized back to the program when they return from their absconding episode or are discharged from the hospital if their bed remains open, and will immediately address unmet medical needs the youth may have.
- 2.2.7. The Contractor shall hold a bed available paid for at the full residential rate, for up to ten (10) days during a hospital stay or runaway with prior field administrator approval at the discretion of the Department.
- 2.2.8. The Contractor shall maintain a working relationship with local police departments and/or State Police to address assaultive episodes of youth towards staff and/or peers or becoming involved in other destructive behaviors, in order to ensure youth are held accountable for criminal acts that may result in further prosecution of delinquent acts.
- 2.2.9. The Contractor shall comply and demonstrate continued compliance with the U.S. Department of Justice, Prison Rape Elimination Act (PREA) of 2003 and will designate a PREA administrator for the program.
- 2.2.10. The Contractor shall provide residential treatment services that provide comprehensive individualized services to female youth who experienced complex developmental trauma and who exhibit a range of symptoms including, but not limited to:
 - 2.2.10.1. Self-harm.





- Exhibit A
- 2.2.10.2. Substance abuse.
- 2.2.10.3. Depression.
- 2.2.10.4. Anxiety.
- 2.2.10.5. Aggression.
- 2.2.10.6. Suicidality.
- 2.2.10.7. Disordered eating.
- 2.2.11. The Contractor shall maintain Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation or, if not currently accredited, shall achieve accreditation within twenty-four (24) months of the contract effective date.
- 2.2.12. The Contractor shall have policies and procedures to ensure that all confidential records of the female youth shall be safeguarded as required by state and federal laws and regulations.
- 2.2.13. The Contractor shall ensure Residential Treatment program services:
 - 2.2.13.1. Accept youth within thirty (30) days of the contract effective date; or
 - 2.2.13.2. Provide a detailed Implementation Plan that includes a proposed timeline with a phased approach to full operation and capacity.
 - 2.2.13.3. Include a program description outlining the services to be provided to all youth, which include but are not limited to:
 - 2.2.13.3.1. Medical provisions,
 - 2.2.13.3.2. Staffing,
 - 2.2.13.3.3. Physical space at the facility,
 - 2.2.13.3.4. Supervision of the youth,
 - 2.2.13.3.5. Clinical services,
 - 2.2.13.3.6. Therapies offered,
 - 2.2.13.3.7. Recreational opportunities,
 - 2.2.13.3.8. Positive youth development,
 - 2.2.13.3.9. Family engagement theory,
 - 2.2.13.3.10. Education, and
 - 2.2.13.3.11. Other elements described within this scope of services.
 - 2.2.13.4. Provide a milieu of services onsite which is consistent with the clinical needs of the youth while also meeting basic needs of the youth.
 - 2.2.13.5. Provide family-driven and youth-guided services in a manner that builds upon the strengths and needs of the youth and the family.

Contractor Initials _____ Date _ **6** / **6** / / **9**



- 2.2.13.6. Provide age and developmentally appropriate recreational activities for youth that promote positive youth development.
- 2.2.13.7. Ensure appropriate supervision of youth at all times.
- 2.2.13.8. Allow for flexibility in programming to accommodate female youth younger than fourteen (14) years of age per RSA 169-B, as needed.
- 2.2.13.9. Provide programming for youth when school is not in session, regardless of extended school year services, including but not limited to:
 - 2.2.13.9.1. Summer or other seasonal breaks.
 - 2.2.13.9.2. Holidays.
 - 2.2.13.9.3. Times when youth are sick.
 - 2.2.13.9.4. Times during suspension or expulsion.
 - 2.2.13.9.5. When the youth graduates or graduated,
- 2.2.13.10. Provide both short-term and long-term programing that aligns with the youth's continued clinical needs for the identified level of care. For the purpose of this contract, in accordance with NH Administrative Rule He-C 6350:
 - 2.2.13.10.1. Short-term programming is less than sixty (60) days.
 - 2.2.13.10.2. Long-term programming is sixty (60) days or longer.
- 2.2.13.11. Provide age and developmentally appropriate opportunities, when it is safe and appropriate, that may include, but are not limited to:
 - 2.2.13.11.1. Enrichment activities.
 - 2.2.13.11.2. Community connection opportunities; and

2.2.13.11.3. Recreational activities.

- 2.2.13.12. Utilize the trauma informed model when providing services.
- 2.2.13.13. Build on the natural desire of adolescents to increase independence and social involvement with peers.
- 2.2.13.14. Accept placements twenty-four (24) hours a day, seven (7) days a week. The Contractor:
 - 2.2.13.14.1. Cannot limit the number of youth accepted per day.
 - 2.2.13.14.2. May plan with the referral source the ideal placement date based on the youth's needs;
- 2.2.13.15. Provide on-call administration twenty-four (24) hours a day, seven (7) days a week to the program and to families when youth are on visits, which may include, but is not limited to:





- 2.2.13.15.1. Telephone support; and/or
- 2.2.13.15.2. In-person support based on need
- 2.2.13.16. Provide written reports to courts consistent with Paragraph 2.11.4, provide representation at court including a verbal report, the courts that are consistent with the written reports, unless the Department's referring staff provide written instruction not to attend the hearing.
- 2.2.13.17. Develop a sustainability plan for the evidence based or promising practice and submit the plan to the Department on an annual basis.
- 2.2.13.18. Establish a plan to review of current evidence based practices as well as implementation of additional evidence based practices.
- 2.2.13.19. Follow a holistic model, viewing each resident in a larger context that includes, but is not limited to:
 - 2.2.13.19.1. The youth's family.
 - 2.2.13.19.2. Key stakeholders.
 - 2.2.13.19.3. Relevant resources in the youth's home community.
- 2.2.13.20. Include key stakeholders in resident treatment teams and incorporate their voices and experiences into each treatment plan.

2.3. Admissions

- 2.3.1. The Contractor shall develop a standard intake process in collaboration with the Department that includes standard referral questions.
- 2.3.2. The Contractor shall only admit youth when the Department referring staff have received field administrator, or designee, approval.
- 2.3.3. The Contractor shall ensure trained intake professionals is available by telephone twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- 2.3.4. The Contractor shall ensure that intake professionals are trained in maintaining the confidentiality and security of the female youth during the intake process as required by state and federal laws and regulations.
- 2.3.5. The Contractor shall accept the notification of the anticipated length of stay by the Department, which is:
 - 2.3.5.1. Less than sixty (60) days at the time of admission;
 - 2.3.5.2. More than sixty (60) days at the time of admission; or
 - 2.3.5.3. Within one (1) business day of an emergency admission.





2.4. Immediate/Emergency or Same Day Admissions

- 2.4.1. The Contractor shall request the following information from the referral agency upon admission of a youth:
 - 2.4.1.1. Court order, verbal or written;
 - 2.4.1.2. Youth Information Sheet; and
 - 2.4.1.3. The Department's Medical authorization

2.5. Regular Non-Emergency Admissions

- 2.5.1. The Contractor may request the following information from the referral agency:
 - 2.5.1.1. Documentation from past placements;
 - 2.5.1.2. Evaluations which have been completed;
 - 2.5.1.3. Social and dispositional histories;
 - 2.5.1.4. Interviews
 - 2.5.1.5. Additional releases and intake paperwork from parents or guardians; and
 - 2.5.1.6. A tour and visit by the parent/guardian and/or youth if safe and appropriate prior to admission.
 - 2.5.1.7. Appropriate signed releases of information to ensure information is confidentially transmitted from any referring agency.
- 2.5.2. The Contractor shall begin effective discharge planning at the time of intake that focuses on positive transitions, ensuring the necessary supports are in place to maximize success and stability.

2.6. Residential Setting

- 2.6.1. The Contractor shall provide a self-contained, home-like physical setting that is nurturing and comfortable with appropriate safety and supervision for the population and adequate space that includes, but is not limited to:
 - 2.6.1.1. An area for supervised or unsupervised family visitation,
 - 2.6.1.2. Areas for individual therapy, group therapy, therapeutic artwork.
 - 2.6.1.3. An area for clinical and medical services that protects Personal Health Information (PHI).
 - 2.6.1.4. An area for onsite tutoring and schoolwork.
 - 2.6.1.5. A kitchen area with limited access for staff and authorized residents whose activities are supervised by direct line staff, which is secured when not in use.



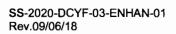


- 2.6.1.6. A dining area for family style meal times with home-style meals prepared by an onsite Chef in collaboration with the Nurse Practitioner to a variety of nutritious meals.
- 2.6.1.7. Single occupancy bedrooms with ample space for residents to personalize their space with possessions from home that are deemed safe and appropriate for themselves and peers. The bedrooms should be located on a different floor or unit than the other services that are provided at the location:
 - 2.6.1.7.1. Common areas that include, but are not limited to:
 - 2.6.1.7.1.1. A lounge area;
 - 2.6.1.7.1.2. Space for recreation,
 - 2.6.1.7.1.3. Indoor sports, and
 - 2.6.1.7.1.4. Activities including but not limited to:
 - 2.6.1.7.1.4.1. Yoga,
 - 2.6.1.7.1.4.2. Mindfulness meditation, and
 - 2.6.1.7.1.4.3. Self-de-escalation.
- 2.6.1.8. Supportive setting for crisis stabilization which shall not impact other youth at the program.
- 2.6.2. The Contractor's physical location shall include:
 - 2.6.2.1. Exterior doors with a fifteen (15) second, and up to thirty (30) second, delayed egress mechanisms with audible alarms to alert staff if residents attempt to leave the facilities without staff knowledge;
 - 2.6.2.2. Interior doors that mechanically secure automatically, in order to comply with Prison Rape Elimination Act (PREA) requirements;
 - 2.6.2.3. Windows with "Shatterguard" protective coating to keep youth from shattering glass and being weaponized; and
 - 2.6.2.4. Furniture that may be secured in place to ensure proper use and to discourage use for barricading.
- 2.6.3. The Contractor shall ensure:
 - 2.6.3.1. Lighting fixtures are secured in place.
 - 2.6.3.2. Hazardous items including, but not limited to, knives and cleaning products are secured at all times.

2.7. Transportation

- 2.7.1. The Contractor shall provide transportation for youth to access all areas of the State for:
 - 2.7.1.1. Program activities.

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- 2.7.1.2. Appointments.
- 2.7.1.3. Court.
- 2.7.1.4. Interviews.
- 2.7.1.5. School and school supports.
- 2.7.1.6. Visitation with approved family and other connections.

2.8. Education

- 2.8.1. The Contractor shall provide educational services, including special education services, that meet the New Hampshire Department of Education (DOE) standards for residents who are safe to travel.
- 2.8.2. The Contractor staff shall provide transportation to and from school, and/or direct support. The Contractor shall ensure education settings are staff-secure.
- 2.8.3. The Contractor shall ensure education settings provide a large open learning environment with classrooms on the outside of the common area where students may transition from each subject or classroom with support of the previous teacher.
- 2.8.4. The Contractor shall ensure each classroom includes, at minimum, one (1) teacher and one (1) paraprofessional.
- 2.8.5. The Contractor shall collaborate with the youth's home school to ensure educational continuity. The Contractor shall:
 - 2.8.5.1. Document any efforts to obtain the necessary educational commitment from the local district.
 - 2.8.5.2. Provide a plan for collegial and proactive coordination and collaboration with educational providers for both classified and non-classified youth.
 - 2.8.5.3. Provide vocational opportunities that may include but are not limited to partnerships with local school vocational sites, or internships with community agencies or vocation on site.
 - 2.8.5.4. Provide an approved educational program which may operate a traditional school year at least one hundred eighty (180) days or the equivalent number of hours per Ed 401.03(a), as well as a summer school program.
 - 2.8.5.5. Coordinate with the district so that extended school year services to any youth whose IEP requires it will be delivered.
 - 2.8.5.6. Provide various delivery options of educational services including, but not limited to, on-line options.





- 2.8.5.7. Ensure youth have computers and access to alternative educational opportunities, as appropriate, including, but not limited to, HiSet, Plato, and VLACs
- 2.8.5.8. Provide credit recovery services.
- 2.8.5.9. Provide graduation options, including but not limited to, graduation from the program.
- 2.8.5.10. Support the youth and meet the needs of youth who are prepared to attend trades schools or secondary education opportunities.
- 2.8.5.11. Provide independent living development and transition support including, but not limited to:

2.8.5.11.1. Applying to college.

2.8.5.11.2. Finding an apartment.

- 2.8.5.11.3. Determining next steps upon exiting the program.
- 2.8.5.12. Have staff within the program designated to communicate with school districts, out of district coordinators or special education directors in order to share educational documentation and effectively communicate with the sending school district in order to assure consistency of educational services with the youth's home community.
- 2.8.5.13. Develop strategies to coordinate with each student's educational program including, but not limited to, daily communication.
- 2.8.5.14. Support the specific strategies related to school attendance and refusal to attend school.
- 2.8.5.15. Provide supervision and programming for students who do not:

2.8.5.15.1. Qualify for summer school; or

2.8.5.15.2. Require extended school year services.

- 2.8.5.16. Provide supervision and programming for students who have graduated high school or who have received their high school equivalent.
- 2.8.6. The Contractor shall ensure an Education Liaison provides continuity between residential and education components by remaining with residents during transport to and from school, and while participating in educational activities at school.
- 2.8.7. The Contractor staff to student ratio while youth are at school will be one to two (1:2), which includes the Education Liaison and an education staff based on attendance level.

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- 2.8.8. The Contractor shall provide education to residents who are not yet ready to integrate into a school setting at the on-site classroom or tutoring center.
- 2.8.9. The Contractor shall provide supervision to students who are unable to or unwilling to attend school.
- 2.8.10. The Contractor shall build community relationships to support the youth in attendance at the local public school(s) should it be deemed safe and most appropriate.
- 2.8.11. The Contractor shall make arrangements for youth whose treatment progresses to the point where they are ready to transition to a less restrictive education environment to attend local public schools
- 2.8.12. The Contractor shall ensure staff work with local vocational school(s) to provide vocational opportunities, as appropriate.
- 2.8.13. The Contractor shall coordinate and arrange for staff to transport youth eligible to attend public schools, unless otherwise arranged by the public schools.
- 2.9. Clinical
 - 2.9.1. The Contractor shall provide clinical services that are intensive and consistent on site to meet the specific treatment needs of the population including specialty treatments.
 - 2.9.2. The Contractor shall make arrangements with an approved local provider for any specialized treatment services needed that are not available onsite.
 - 2.9.3. The Contractor shall ensure clinical staff:
 - 2.9.3.1. Are onsite from 11:00 AM to 7:00 PM seven (7) days a week, unless an alternative schedule is otherwise approved by the Department.
 - 2.9.3.2. Are available by telephone for consultation after regular business hours and during holidays.
 - 2.9.3.3. Include on-call clinicians who can report to the facility, to assist the student, should:
 - 2.9.3.3.1. Telephone consultations not be sufficient to resolve the crisis; or
 - 2.9.3.3.2. Direct care staff not be able to meet the therapeutic needs of youth.
 - 2.9.3.4. Maintain hours that allow clinicians to prepare meaningful group activities that support family reunification efforts including visits and telephone calls.

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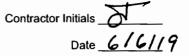


- 2.9.4. The Contractor shall provide intensive and consistent clinical services that include, but are not limited to:
 - 2.9.4.1. Trauma informed Evidence Based Practice (EBP) model.
 - 2.9.4.2. EBP model for individual and family therapy.
 - 2.9.4.3. A psychiatric assessment within fifteen (15) calendar days of admission;
 - 2.9.4.4. A medical assessment completed by a nurse within twenty-four (24) hours of admission;
 - 2.9.4.5. Ongoing medication management and stabilization;
 - 2.9.4.6. Intensive individual or dyad therapies at least twice each week;
 - 2.9.4.7. Intensive group therapies five (5) days each week, with the ability to meet the needs of complex trauma and conduct disorder, of which two (2) of the five (5) weekly group therapies are facilitated by a clinician;
 - 2.9.4.8. Family therapy at a minimum of once a week onsite and once a week in the community;
 - 2.9.4.9. Permanency planning that includes developing connections beyond their immediate family for youth in their home community; and
 - 2.9.4.10. Responding to emerging clinical needs and trends.
- 2.9.5. The Contractor must, at a minimum, provide:
 - 2.9.5.1. One (1) FTE Clinical Director/Treatment/Clinical Coordinator. The clinical director and clinician may be the same person/FTE. It is preferred that this person be identified as the prescribing practitioner (He-C 6420) or the prescribing practitioner will be contracted by the Vendor.
 - 2.9.5.2. Other regular clinical staff and family workers;
 - 2.9.5.3. Administrative oversight of the clinical program.
- 2.9.6. The Contractor shall ensure licensed clinical staff provide services in the capacity of the clinical coordinator and prescribing practitioner in accordance with He-C 6420 and include, but are not limited to:
 - 2.9.6.1. A master's level family worker or second clinical staff member.
 - 2.9.6.2. Trained clinicians with proficiency in DBT, EMDR, or TFCBT in line with the OJJDP and committed population.
 - 2.9.6.3. A sufficient number of licensed counselors on staff or under contract to provide substance use disorder treatment services to clients as needed.

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- 2.9.6.4. A Certified Recovery Support Worker (CRSW) through staffing, a contract or an MOU with a local Substance Use Disorder agency. The staff is not required to be full time.
- 2.9.6.5. Intensive individual or dyad therapies at a minimum of twice a week; and
- 2.9.6.6. A clear policy and protocol for screening youth for hospitalization.
- 2.9.7. The Contractor shall ensure all clinical staff have been trained to safeguard the confidentiality and security of all youth records as required by federal and state laws and regulations.
- 2.9.8. The Contactor shall provide clinical services that meet the needs of youth with suicidal ideation and self-injurious behaviors.
- 2.9.9. The Contractor shall provide clinical services for the population based on clinical needs and trends including, but not limited to:
 - 2.9.9.1. Eating disorders.
 - 2.9.9.2. Human trafficking victims.
 - 2.9.9.3. Gang affiliation.
 - 2.9.9.4. Post adoption families.
- 2.9.10. The Contractor's clinical structure must provide for clinical oversight and streamlined communication between the referral source and treatment team, residential, educational and larger clinical team on site. The Contractor shall:
 - 2.9.10.1. Provide a maximum clinical ratio of one to six (1:6);
 - 2.9.10.2. Provide a family therapist or masters level family worker at a maximum ratio of one to six (1:6);
 - 2.9.10.3. Assist youth not returning home to identify and develop lasting connections with at least one (1) adult.
 - 2.9.10.4. Encourage youth to invite one trusted staff or staff advocate to their treatment team meeting;
 - 2.9.10.5. Record clinical and permanency outcome measures; and
 - 2.9.10.6. Establish a policy and protocol, which ideally includes a Memorandum of Understanding or official relationship with the local hospital emergency room and community mental health center to address the potential acute mental health crisis of youth in placement.
- 2.9.11. The Contractor shall maintain contacts with providers outside of the residential treatment program, if needed, to ensure any unique clinical needs are met for a specific youth such as problem-sexualized behavior or fire setting.





2.10. Medical

- 2.10.1. The Contractor shall ensure a Nurse Practitioner with prescribing capabilities is onsite from 9:00 AM to 5:00 PM, Monday through Friday and with a backup Registered Nurse (RN) who can fill in when the Nurse Practitioner is ill or on vacation.
- 2.10.2. The Contractor shall ensure on-call nursing services are available for assistance after regular business hours and on weekends and holidays, which may be provided on site, or via phone consultation within thirty (30) minutes if necessary.
- 2.10.3. The Contractor shall have the ability to meet most medical needs of the average youth including, but not limited to diabetic care.
- 2.10.4. The Contractor shall provide medical services, such as medication management and psychiatry, onsite, and shall evaluate youth based on the frequency described in the program description provided and the needs of the youth. The Contractor shall:
 - 2.10.4.1. Develop a nursing staff schedule, which may include a registered nurse (RN) or a licensed practical nurse (LPN) supervised by an RN, Advance Practice Registered Nurse (APRN) or licensed physician per RSA 326-B:13 (I).
 - 2.10.4.2. Conduct intake health assessments and take appropriate action if the health assessment reveals any concerns that warrant further examination.
 - 2.10.4.3. Oversee administration of medications.
 - 2.10.4.4. Facilitate continuity of medical care by coordinating medical examinations for youth in accordance with NH Administrative Rule He-W 546 within thirty (30) days if not competed in the year prior to admission, ensuring every effort is made to schedule a physical with the youth's Primary Care Physician (PCP).
 - 2.10.4.5. Secure an appointment for the youth with a local doctor or urgent care facility if an appoint with the youth's PCP is not possible due to:
 - 2.10.4.5.1. The youth not having a PCP.
 - 2.10.4.5.2. The PCP's office is prohibitively far away.
 - 2.10.4.5.3. The PCP cannot schedule an appointment within thirty (30) days.
 - 2.10.4.6. Facilitate continuity of dental care by coordinating required dental services with the youth's regular dentist or orthodontist, whenever possible.
 - 2.10.4.7. Maintain medical records for each youth and provide copies to the Department's referral source at discharge in accordance with all

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applicable state and federal laws and regulations, including but not limited to HIPAA, and 42 CFR Part 2 rules.

- 2.10.4.8. Provide medical care to youth, as required, conducting preliminary assessment of participant injury/illness to determine necessary level of care. If injury/illness occurs after hours, this may involve a telephone consultation with the nurse. If the level of care required exceeds on-site capacity, facilitate transfer of participant to an appropriate medical facility.
- 2.10.4.9. Provide acute care through the nearest urgent care facility or emergency room depending on the severity of the illness/injury.
- 2.10.4.10. Ensure all direct care staff are trained in first aid and CPR and are aware of which medical emergencies can be handled on site and what requires immediate emergency intervention.
- 2.10.5. The Contractor shall consult with the referral source for youth who require substance use disorder treatment by meeting the criteria for a SUD in accordance with the DSM V, and shall identify and connect youth with the most appropriate level of SUD treatment in accordance with ASAM criteria.
- 2.10.6. The Contractor shall provide clinical/psychological services onsite seven (7) days a week, and via telephone consultation after hours and on weekends and holidays.
- 2.10.7. The Contractor shall ensure twenty-four (24) hour on-call emergency services are available via telephone consultation or onsite within twenty (20) minutes if necessary during overnight intake events.
- 2.10.8. The Contractor shall develop and submit a psychiatric staffing plan and a description of the commitment to the Department, that shall include consistent and ongoing consultation.
- 2.10.9. The Contractor shall ensure ongoing consultation to ensure all psychiatric needs of the residents are provided and take place in the following formats:
 - 2.10.9.1. Face to face,
 - 2.10.9.2. Phone call, and
 - 2.10.9.3. Secure telemedicine.

2.11. Required Documentation

- 2.11.1. The Contractor shall conduct the following assessments during the course of treatment based on the individual assessments and required time frames and shall provide required documentation to the Department:
 - 2.11.1.1. Psychiatric assessment within fifteen (15) calendar days of admission;

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- 2.11.1.2. Health assessment completed by a nurse as referenced in New Hampshire Medicaid Program Rule He-W 546 (EPSDT) within twenty-four (24) hours of admission;
- 2.11.1.3. A physical examination completed by a physician, physician assistant, or advance practice registered nurse within three (3) weeks of admission if there are known medical needs identified, through the nurse health assessment in 2.11.1.2, warranting further examination.
- 2.11.1.4. Psycho-social assessment which shall include the strengths and needs of the youth per NH Administrative Rule He-C 6350.13;
- 2.11.1.5. Assessments which are described in NH Administrative Rule He-C 6350.26 Adult Living Preparation;
- 2.11.1.6. Standardized assessment. the Child and Adolescent Needs and Strengths (CANS) assessment is preferred; and
- 2.11.1.7. A functional behavioral assessment if available.
- 2.11.2. The Contractor shall adhere to the regular course of treatment planning per NH Administrative Rule He-C 6350.13 for youth who have an anticipated length of stay beyond sixty (60) days.
- 2.11.3. The Contractor shall adhere to the treatment planning required for shortterm programs per NH Administrative Rule He-C 6350.13 for youth who have an anticipated length of stay less than sixty (60) days.
- 2.11.4. The Contractor must provide court reports to the court consistent with RSA 169-B:5-a, RSA 169-C:12-b, RSA 169-D:4-a.

2.12. Restraints

- 2.12.1. The Contractor shall utilize a nationally recognized program for deescalation and physical management or a Department approved alternative.
- 2.12.2. The Contractor shall have policies and procedures for use of restraints consistent with RSA 126-U and all other applicable state and federal laws and regulations.
- 2.12.3. The Contractor shall provide documentation of any restraints and seclusions utilized to the Department.
- 2.12.4. The Contractor shall develop a trauma-informed response to the occurrence of restraints in the program which shall adhere to the six (6) core strategies for restraint and seclusion <u>https://www.nasmhpd.org/sites/default/files/Consolidated%20Six%20Cor</u> <u>e%20Strategies%20Document.pdf</u>
- 2.12.5. The Contractor's Clinician or Program Director shall meet with the youth immediately after the occurrence of a restraint. If a Clinician or Program



Director is not available, one must be called in, or must support the youth via telephone.

- 2.12.6. The Contractor's administrative reviews of restraints must occur the day following the incident. Participants at administrative reviews must include at a minimum:
 - 2.12.6.1. The clinician,
 - 2.12.6.2. The program director,
 - 2.12.6.3. The staff involved in the restraint, and
 - 2.12.6.4. The youth, if appropriate.
- 2.12.7. The Contractor shall develop a quality assurance review process which prioritizes the reduction of restraints and includes, but is not limited to:
 - 2.12.7.1. A monthly report on the restraints that occurred at the program, per RSA 126-U, submitted to the Department by the fifteenth (15th) of each month.
 - 2.12.7.2. A cumulative review and analysis of restraints by the Contractor's program administrator, or the Department and the program administrator on a monthly basis.
 - 2.12.7.3. A quarterly summary report of the incidents of restraints and the Contractor's overall efforts to reduce the events provided to the Community Programs Specialist.
 - 2.12.7.4. A monthly review meeting of restraint incidents. The Department reserves the right to attend the monthly review meeting should circumstances dictate it.

2.13. Family Engagement

- 2.13.1. The Contractor shall support the achievement of permanency by maintaining the youths' relationships and connections with their families and/or facilitating the development of safe and stable relationships, including but not limited to emotional support and family membership.
- 2.13.2. The Contractor shall actively engage the families of youth placed in residential treatment services including, but not limited to:
 - 2.13.2.1. Actively encouraging residents and their families to communicate regularly and visit as often as possible.
 - 2.13.2.2. Encouraging a supportive system of verbal and written communication with families.
 - 2.13.2.3. Providing supportive services that promote family reunification when reunification is identified as the permanency plan by the Department's referring staff.





- 2.13.2.4. Providing supportive services related to encouraging sibling contact relationships, connection and involvement in the youth's treatment.
- 2.13.2.5. Providing Flexible visiting hours.
- 2.13.2.6. Providing supervised visitation onsite and supervised home visits that accommodate families' schedules, facilitated by the Family Worker/Case Manager based on the needs of the student and family;
- 2.13.2.7. Supporting unsupervised visits, when deemed appropriate.
- 2.13.2.8. Providing services and activities that promote family involvement at the residential setting from intake to discharge.
- 2.13.2.9. Providing parental education and family counseling;
- 2.13.2.10. Facilitating and supervising telephone communication between youth and family members as often as the family and youth want in accordance with what is clinically appropriate, which may include but is not limited to daily phone contact.
- 2.13.2.11. Responding to family members' routine inquiries on nights, weekends, holidays and during youths' home visits.
- 2.13.2.12. Transporting the youth from family back to the program if the visit is unsuccessful and deemed necessary for the youth to return to the program;
- 2.13.2.13. Supervising family/sibling and connection visits on site or in the community depending on the needs of the child, and family.
- 2.13.3. The Contractor may, if mutually agreed upon by the program, family and referral source:
 - 2.13.3.1. Provide gas cards for the family; or
 - 2.13.3.2. Request for the family to meet the child in an agreed upon location for visitation.
- 2.13.4. The Contractor agrees that providing transportation services or gas cards for visits does not abdicate the program of their obligation to see the family in the family home for family therapy.

2.14. Youth Voice in Program and Treatment

- 2.14.1. The Contractor shall incorporate youth voice in the program, practice, clinical services and hiring, which shall include, but is not limited to:
 - 2.14.1.1. Youth being provided the opportunity to facilitate their treatment team meeting to the degree which would be both productive and clinically appropriate.
 - 2.14.1.2. Youth being included in the vetting of staff for hiring purposes, depending upon the longevity of the youth in the program and the appropriateness of the population.

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2.14.1.3. Youth being provided the opportunity to voice their concerns or grievances about program policies and procedures and to consider request for changes when appropriate and safe to do so.

2.15. Staffing

- 2.15.1. The Contractor shall ensure staff, including any subcontractors, meet all requirements of RSA 170E and NH Administrative Rules He-C 4001, He-C 6350 and He-C 6420.
- 2.15.2. The Contractor shall ensure a Nurse Practitioner with prescribing capabilities is onsite from 9:00 AM to 5:00 PM, Monday through Friday, unless another schedule is otherwise approved by the Program Director in consultation with the Department.
- 2.15.3. The Contractor shall ensure a clinician is available onsite and available oncall for phone consultation as necessary, ensuring twenty-four (24) hour, seven (7) days a week availability.
- 2.15.4. The Contractor shall ensure on-call emergency support is available with additional staff responding within twenty (20) minutes when required to accommodate volatile intakes and to avoid the need for police intervention.
- 2.15.5. The Contractor shall ensure staff-to-youth ratio meets the needs of the youth at all times, and any changes in the dynamics of the population, while assuring the safety of staff and other residents.
- 2.15.6. The Contractor shall ensure youth-to-staff ratios are flexible to meet the needs of youth during times of engagement and during times of significant crisis.
- 2.15.7. The Contractor shall ensure the staff-to-youth ratio is five staff to six youth (5:6) during waking hours, 6:00 AM to 10:00PM, excluding managers and clinicians, to ensure sufficient staff are available to support expected crisis needs:
- 2.15.8. The Contractor shall ensure staff provide morning structure and routines for residents from 6:00 AM to 2:00 PM which includes, but is not limited to:
 - 2.15.8.1. Breakfast,
 - 2.15.8.2. Lunch,
 - 2.15.8.3. Hygiene,
 - 2.15.8.4. Tidying up, and
 - 2.15.8.5. Transportation to and from school, and/or direct support.
- 2.15.9. The Contractor staff shall provide afternoon and evening structure, and routines for residents from 2:00 PM to 10:00 PM which includes, but is not limited to:

2.15.9.1. Snack,

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- 2.15.9.2. Dinner,
- 2.15.9.3. Homework tutoring,
- 2.15.9.4. Therapeutic groups, chores,
- 2.15.9.5. Family phone calls and visits, Mindfulness, and
- 2.15.9.6. Relaxation or activity times.
- 2.15.10. The Contractor shall ensure nighttime staffing is at a ratio of one staff to two youth (1:2), and bed checks occur at least once every fifteen (15) minutes unless otherwise determined appropriate for a particular child.
- 2.15.11. The Contractor staff shall confirm each youth's presence during bed checks and shall conduct more frequent bed checks or constant supervision for youth with a history of self-harm, absconding or experiencing crisis.
- 2.15.12. The Contractor shall ensure an on-duty supervisor calls additional staff and clinical or medical staff if additional staff is needed.
- 2.15.13. The Contractor shall provide more intensive staffing as the needs of the youth fluctuate and shall have the ability to provide 1:1 staffing without an increase in rate or requests to the Department for additional staffing.
- 2.15.14. The Contractor shall ensure the administrative structure ensures quality supervision is provided to staff.
- 2.15.15. The Contractor' shall ensure the Prison Rape Elimination Act Administrator and all staff are in compliance with the Prison Rape Elimination Act.
- 2.15.16. The Contractor shall ensure the Clinical Director is responsible for staying current on standards for best practices as well as researching emerging evidence-based practices and shall discern what emerging practices will be meet the needs of the program.
- 2.15.17. The Contractor shall develop a staffing plan based on the trauma informed model, which includes intensive staff ratios, to ensure proper treatment and supervision of the youth during the daytime and overnight.
- 2.15.18. The Contractor shall ensure the staffing plan in 2.15.17. includes, but is not limited to:
 - 2.15.18.1. Plan to support youth in crisis who may need additional staffing beyond the regular ratio;
 - 2.15.18.2. A staffing schedule that ensures overlapping of shifts to provide staff with opportunities for facilitated communication regarding the program, the youth and other items; and
 - 2.15.18.3. A Recruitment and Retention Plan of staff that assures staff longevity and consistency.

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2.16. Training

- 2.16.1. The Contractor shall follow a trauma-informed model to serve as the foundational modality to guide the policies and practices of the milieu of services, which include but are not limited to:
 - 2.16.1.1. Eye Movement Desensitization and Reprocessing (EMDR) shall be the primary modality implemented by clinicians. Clinicians shall complete an EMDRIA approved EMDR Basic Training inclusive of ten (10) hours of required initial consultation. Clinicians shall receive monthly EMDR ongoing consultation from an approved EMDRIA EMDR Consultant.
 - 2.16.1.2. Additional evidenced based modalities may be used in the Preparation phase of EMDR which include, but is not limited to:
 - 2.16.1.3. Dialectical Behavioral Therapy (DBT).
 - 2.16.1.4. Trauma Focused Cognitive Behavioral Therapy. Clinicians using this modality shall have completed the Medial University of South Carolina's TF-CBT web-based training program. Successful completion of this program requires competency-based test.
- 2.16.2. The Contractor staff shall utilize and implement evidence-based practices for trauma informed adolescent treatment, staff training and staff credentialing.
- 2.16.3. The Contractor shall ensure staff training meets all requirements of RSA 170- E and NH Administrative Rules He-C 4001, He-C 6350 and He-C 6420, and appropriate state and federal laws relating to safeguarding youth confidentiality.
- 2.16.4. The Contractor shall ensure staff receive approximately sixty (60) hours of training including Therapeutic Crisis Intervention (TCI) and a comprehensive review of policies and procedures during onboarding, ensuring staff orientation shall addresses, at a minimum:
 - 2.16.4.1. Emergency and safety procedures.
 - 2.16.4.2. Principles and practices of child care.
 - 2.16.4.3. Family-centered practices including transition and permanency planning.
 - 2.16.4.4. The Child Protection Reporting Law.
 - 2.16.4.5. Administrative procedures and program goals.
 - 2.16.4.6. Behavior Management.
 - 2.16.4.7. De-escalation techniques.
 - 2.16.4.8. Physical intervention techniques.

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- 2.16.4.9. Professional boundaries, liabilities, confidentiality (HIPAA), and ethics.
- 2.16.4.10. Additional training and refreshers that are mandated annually and include topics related to the acute treatment of young women with behavioral health issues.
- 2.16.5. The Contractor staff shall remain abreast of best practices in traumainformed care.
- 2.16.6. The Contractor shall ensure a staff mentor program which supports acclimation to the program and role.
- 2.16.7. The Contractor shall ensure staff are trained and oriented to the program, which includes shadowing and must be completed prior to providing direct care services or being counted within the staff supervision ratio.
- 2.16.8. The Contractor shall ensure family workers and clinicians are provided the Better Together with Birth Parents training within the first (1st) year of employment, preferably within the first six (6) months of employment.
- 2.16.9. The Contractor shall develop an ongoing training plan that includes supervisory monitoring that ensures training competencies are demonstrated, for all staff including:
 - 2.16.9.1. Clinical workers.
 - 2.16.9.2. Family workers.
 - 2.16.9.3. Direct care staff.
- 2.16.10. The Contractor shall submit the plan to the Department on an annual basis for approval.
- 2.16.11. The Contractor shall ensure staff who are not either a licensed counselor or CRSW complete an introductory training on substance use disorders available through the Department and shall complete a minimum of six (6) additional CEUs of training in substance use disorders annually.
- 2.16.12. The Contractor shall ensure staff are trained on Substance Use Disorders, ensuring the training is approved by the New Hampshire Training Institute on Addictive Disorders; NAADAC, The Association for Addiction Professionals; New England Institute of Addiction Studies; Addiction Technology Transfer Center; or Connecticut Communities for Addiction Recovery (CCAR) Recovery Coach Academy (RCA).
- 2.16.13. The Contractor shall ensure staff have opportunities for team development as well as time to work with program administration and the clinical coordinator/clinician and family worker to best implement youth treatment plans.

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Contractor Initials



- Exhibit A
- 2.16.14. The Contractor shall provide training and ongoing consultation, supervision and mentoring; ensuring fidelity of the ARC Model or an alternative approved trauma model in consultation with the Department.
- 2.16.15. The Contractor shall ensure staff who are not either a licensed counselor or CRSW complete introductory training on substance use disorders available through the Department within six (6) months of hire date or six (6) months of the contract effective date, whichever is later, and must complete a minimum of six (6) additional CEUs of training in substance use disorders on an annual basis.

2.17. Communication Plan

- 2.17.1. The Contractor shall develop a Communication Plan for Stakeholders to ensure awareness of available services. The Communication Plan must include, but is not limited to:
 - 2.17.1.1. A brochure and supplemental documentation that can be provided to field staff and community partners.
 - 2.17.1.2. Two (2), one (1) page program descriptions or brochures that outline services provided. One (1) shall be geared toward parents and one (1) for youth.
 - 2.17.1.3. Strategies to engage the individuals including, but not limited to:
 - 2.17.1.4. Department staff in conjunction with Community Programs Specialist and Bureau of Field Services;
 - 2.17.1.5. New Hampshire Hospital;
 - 2.17.1.6. Community stakeholders, including but not limited to:
 - 2.17.1.6.1. The local Community Mental Health Center;
 - 2.17.1.6.2. Police Department;
 - 2.17.1.6.3. Emergency Services Unit; and
 - 2.17.1.6.4. Local School District.

3. Reporting and Deliverables

3.1. The Contractor shall meet quarterly Deliverables and submit a Deliverables Report to the Department electronically, through a secure method, on a quarterly basis on or before July 15th, October 15th, January 15th and April 15th; and shall submit a yearly cumulative Deliverables Report electronically during the second (2nd) week of July.

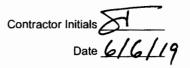
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- **3.2.** The Contractor shall ensure Quarterly Deliverables include, but are not limited to:
 - 3.2.1. An anticipated nursing staff schedule.
 - 3.2.2. Summary Report of the incidents of restraints and the Contractor's overall efforts to reduce the events.
 - 3.2.3. Outcome Statistics reporting on the Performance Measures in Section 4, to be broken out monthly for each quarter (and broken out monthly for the year for the yearly report).
- **3.3.** The Contractor shall submit an Annual Report to the Department during the second (2nd) week of July, which may include the July Quarterly Deliverables listed in 3.2. The Contractor shall ensure the quarterly Deliverables are clearly differentiated from the cumulative Annual Report, which shall include, but is not limited to:
 - 3.3.1. The Performance Measures in Section 4.
 - 3.3.2. Annual Review of restraints and the Contractor's overall efforts to reduce the events.
 - 3.3.3. Recruitment and Retention Plan of staff that assures staff longevity and consistency.
 - 3.3.4. Annual Staffing Plan that includes intensive staff ratios, to ensure proper treatment and supervision of the youth including times of crisis, during the daytime and overnight and includes the anticipated psychiatric provider-staffing plan and description of the commitment by the provider.
 - 3.3.5. Ongoing Training Plan for all staff including clinical, family workers and direct care staff.
 - 3.3.6. Sustainability Plan for the evidence based or promising practices.
 - 3.3.7. The sustainability plan for the program, its effectiveness and a plan for the following year.
- **3.4.** The Contractor shall submit a Communication Plan for stakeholders that ensures awareness of services to the Department within thirty (30) days of the contract effective date, and again in the Annual Report, ensuring the plan's effectiveness and plan for the following year is included.
- **3.5.** The Contractor shall develop and submit an annual Corrective Action Plan for any Deliverable, Reporting Requirement and/or Performance Measure not achieved to the Department in the annual report.

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4. Performance Measures

- **4.1.** The Contractor shall develop strategies for data collection in conjunction with the Department that measure compliance with desired outcome measures. Desired outcome measures include, but are not limited to:
 - 4.1.1. Youth were provided with quality staff-secure residential services, as evidenced by:
 - 4.1.1.1. Achieving an eighty percent (80%) consumer satisfaction rating via a survey or other method for the first (1st) year of the Contract, and
 - 4.1.1.2. Achieving Eighty-five percent (85%) consumer satisfaction rating for the second year of the Contract. (For the purpose of this RFP, "consumer" is defined as the youth served and their parents or caretakers); and
- **4.2.** The Contractor shall ensure one hundred percent (100%) of youth are seen by a duly licensed physician or advanced practice registered nurse for a physical examination within thirty (30) days of admission or there is evidence of a physical examination within one (1) year of placement for youth not eligible under nursing assessment as referenced NH Administrative Rule He-W 546 (EPSDT).
- **4.3.** The Contractor shall ensure that upon intake into the program, each youth's immediate individual needs are identified, as evidenced by:
 - 4.3.1. In one hundred percent (100%) of the cases, the Contractor utilized and completed a standardized intake sheet that captured essential information pertaining to the youth;
 - 4.3.2. In ninety-five percent (95%) of the cases, the Contractor utilized a userfriendly admission process that worked cooperatively with the Department's referring staff;
- **4.4.** The Contractor shall ensure youth experienced stability during their stay, as evidenced by:
 - 4.4.1. Eighty percent (80%) of youth reported feeling physically safe in the program;
 - 4.4.2. Eighty percent (80%) of youth reported feeling the program was structured, in that they were aware of the daily expectations of staff and youth; and
 - 4.4.3. In ninety-five percent (95%) of the cases in which a youth ran away from the program, the Contractor staff utilized intervention techniques to prevent the youth from running such as crisis management, de-escalation techniques, peer supports, and/or 1:1 staff/youth supervision, as documented through the staff's daily reporting.

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- **4.5.** The Contractor shall ensure youth improved their behavior through the Contractor effective behavioral management system, as evidenced by:
 - 4.5.1. Eighty percent (80%) of the youth with a planned admission visited the program prior to admission; and
 - 4.5.2. Within twenty-four (24) hours of entry into the program, one hundred percent (100%) of youth were provided with an orientation where the behavioral expectations and program rules were explained to them.
- **4.6.** The Contractor shall ensure youth are able to maintain a connection to their family or caretaker, as authorized by the Department staff, and as evidenced by:
 - 4.6.1. In one hundred percent (100%) of cases, the Contractor documented facilitation of contact between youth and family; and
 - 4.6.2. In ninety percent (90%) of cases wherein the Department requested this interaction, the Contractor documented introduction to the youth and family of concepts that promote healthy relationships.
- **4.7.** The Contractor shall ensure the long-term well-being of each youth was supported, as evidenced by:
 - 4.7.1. In ninety-five percent (95%) of cases, the Department's referring staff reported that the Contractor actively supported the development of permanency or appropriate discharge planning;
 - 4.7.2. Ninety percent (90%) of youth completed their stay at the program until the Department's planned discharge date;
 - 4.7.3. The Contractor accepted one hundred percent (100%) of the Department's appropriate referrals to the program (excluding referrals made, but not accepted, due to the limit established on the facility's license and the contract);
 - 4.7.4. The Department's referring staff were provided with weekly written reports for youth in the "short-term program" and monthly for the "long-term program" identifying progress of the youth, one hundred percent (100%) of the time;
 - 4.7.5. The Contractor provided discharge summaries to the Department's referring staff, one hundred percent (100%) of the time, within five (5) business day of discharge.
 - 4.7.6. Suspected child abuse reporting policy was adhered to one hundred percent (100%) of the time; and
 - 4.7.7. Individual treatment plans were completed no later than the ten (10) business days after admission for youth in the "short term program" and no later than thirty (30) business days for the "long term program" in accordance with He-C 6350 one hundred percent (100%) of the time.

Contractor Initials Date <u>[[[]</u>



- **4.8.** The Contractor shall ensure the Intake Packet was completed one hundred percent (100%) of the time by the Intake/Assessment Coordinator no later than twenty-four (24) hours following admission, or, if information is not available, document efforts to complete said packet with a memo outlining missing information;
- **4.9.** The Contractor shall ensure referral inquiries to the referral hotline responded to within thirty (30) minutes ninety percent (90%) of the time and within one hour one hundred percent (100%) of the time, including overnight emergency inquiries;
- **4.10.** The Contractor shall ensure all critical incidents, including student injuries, student aggression, managements, holds and similar incidents, documented and brought to the attention of the Program Director and Clinician, with the expectation that staff conduct in these situations was not deemed abusive or neglectful one hundred percent (100%) of the time;
- **4.11.** The Contractor shall ensure staff are able to promptly identify that a participant has eloped one hundred percent (100%) of the time (upon bed-check during overnights) following said event;
- **4.12.** The Contractor shall ensure documented facilitation of youth/caregiver contact, unless prohibited by the Department or other appropriate authorities one hundred percent (100%) of the time;
- **4.13.** The Contractor shall ensure one hundred percent (100%) of the youth transitioning to parent/guardian, relative or foster family or the young adult's own home in the community, were referred to the system of care or Fast Forward program upon admission and began services thirty (30) days prior to discharge.
- **4.14.** The Contractor shall receive a performance based incentive upon the close of the State Fiscal Year (July 1st to June 30th) if eighty percent (80%) of youth demonstrate a minimum of thirty percent (30%) improvement in CANS at the time in which the youth is deemed eligible for discharge in that prior State Fiscal Year, in accordance with Exhibit B, Method and Conditions Precedent to Payment, Section 2.11. The Contractor shall provide this information as part of the Annual Report (Section 3.3).





Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. This Contract is funded with:
 - Federal Funds from the US Department of Health & Human Services, Centers for Medicare and Medicaid Services
 - State General Funds
- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.
- 4. Payment for said services shall be made subject to the following conditions:
 - 2.1. Payment for six (6) residential beds (for females), per day, per youth, for filled beds only.
 - 2.2. The Contractor is guaranteed payment of two (2) beds when the program is fully operational and able to accept maximum capacity of six (6) beds. At any time should the Contractor reduce its census or limit admissions of their own accord, the Department shall not be responsible for maintaining payment of the two (2) guaranteed beds. The Contractor must work with the Department's Fiscal Unit to develop a reporting mechanism to communicate occupancy and vacancy in beds.
 - 2.3. The Contractor shall provide a maximum of six (6) beds for the target population.
 - 2.4. Reimbursement shall be made on a per youth basis, seven (7) days per week, 365 days per year.
 - 2.5. The daily reimbursement rates shall be as follows:
 - 2.5.1. Residential for IEP eligible youth, \$751.58 per day;
 - 2.5.2. Education for IEP eligible youth shall be billed directly to the youth's sending school by the Contractor;
 - 2.5.3. Residential Non-IEP eligible youth, \$751.58 per day; and
 - 2.5.4. Education for Non-IEP eligible youth, \$161.00 per day.
 - 2.6. The Contractor shall submit the Board and Care invoices, provided by the Department, to a Medicaid Fiscal Agent via the Website below:

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



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Exhibit B

- 2.7. An authorized representative of the Contractor must sign requests for payment. Payment requests may be submitted bi-weekly, but must be submitted no later than monthly for services specified in Exhibit A, Scope of Services, incurred in the prior month.
- 2.8. The invoice must include the date, and a brief description in accordance with Exhibit A, Scope of Services.
- 2.9. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor shall keep detailed records of their activities related to DHHS-funded programs and services.
- 2.10. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 2.11. The Contractor shall be awarded an additional five percent (5%) of their total Room and Board Budget (not including the Private Non-Medical Medicaid portion and Educational costs), upon the close of the State Fiscal Year (July 1st to June 30th) if eighty percent (80%) of youth demonstrate a minimum of thirty percent (30%) improvement in CANS at the time in which the youth is deemed eligible for discharge in that prior State Fiscal Year.
- 2.12. The Contractor payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Mount Prospect Academy SS-2020-DCYF-03-ENHAN-01 Exhibit B



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SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials Date <u>6161</u>9

New Hampshire Department of Health and Human Services Exhibit C



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

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

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C – Special Provisions

Contractor Initials Date 6/6/19



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

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

Contractor Initials

New Hampshire Department of Health and Human Services Exhibit C



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

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.





REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

- 1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:
 - 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

- 1.2. Section 10, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



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

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2



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

- Taking one of the following actions, within 30 calendar days of receiving notice under 1.6. 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;
- Making a good faith effort to continue to maintain a drug-free workplace through 1.7. 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 **D** if there are workplaces on file that are not identified here.

6/6//9 Date

Vendor Name: Mount Prospect Academy

Name: JEFF CARM Title: President

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2



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 subcontractor), 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.

616/19

Vendor Name: Mount Prospect Gradeny Mang Carrow

Title:

Exhibit E – Certification Regarding Lobbying

Vendor Initials <u>H</u>_____ Date <u>6/6/19</u>

Page 1 of 1



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

Vendor Initials nitials_____ Date_______



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.

6/6/19 Date

Vendor Name: Mount Prospect Acadomy

Name: JEFFREY CARON Title: President

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2





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

The Vendor 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:

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

Date 6/6/19

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 Vendor 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:

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

> Name: Jeffing Care Name: Jeffing Care Title: President Vendor Name: Mount Prospect Academy

6/6/19 Date

Exhibit G Vendor Initials ____ Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 6/6/19



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 Vendor 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 Vendor 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.

6/6/19

Date

Vendor Name: Moust Prospect Academy 4l

Name: JEFF CARON Title: President

Vendor Initials
Date 6/6/11

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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 <u>Definitions</u>.

- a. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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. "<u>Individual</u>" 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. "<u>Privacy Rule</u>" 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. "<u>Protected Health Information</u>" 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.

3/2014

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

Vendor Initials



- I. "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "<u>Security Rule</u>" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> 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. <u>Other Definitions</u> All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Vendor Initials

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made;
 - 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Vendor Initials

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6

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

(4) Obligations of Covered Entity

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

(5) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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 Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Vendor Initials

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- Segregation. If any term or condition of this Exhibit I or the application thereof to any e. 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.

Mount Prospect Accident Department of Health and Human Services The State Signature of Authorized Representative Signature of Authorized Representative JEFFREN (MEDN Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

6161 Date

<u>6/6//9</u> Date

PRESIDENT

Title of Authorized Representative

Exhibit I Health Insurance Portability Act **Business Associate Agreement**

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

The Vendor 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 Vendor 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.

6/6/19

Date

Vendor Name: Mount Prospect Academy Mame: JEFFREY Caron

Name: JEFFREY Title:



Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2



FORM A

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

- 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; 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:

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Exhibit K



DHHS Information Security Requirements

A. Definitions

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

- "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.
- "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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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.
 - 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

V5. Last update 10/09/18

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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 <u>encrypted</u> 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

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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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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 <u>encrypted</u> 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

Contractor Initials

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.

PERSONS TO CONTACT VI.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Exhibit K **DHHS Information** Security Requirements Page 9 of 9

Contractor Initials

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOUNT PROSPECT ACADEMY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 423309 Certificate Number: 0004524743



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of June A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I,Jeffrey Park	, do hereby certify that:					
1. I am a duly elected Officer ofMount Prospect Academy, Inc						
2. The following is a true copy of the resolution duly adopted by unanimous written consent by the Board of Directors of the Agency duly held on June 1, 2019:						
RESOLVED: That thepresident,Jeffrey Caro	n					
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.						
3. The foregoing resolutions have not been amended or re	evoked, and remain in full force and effect as of					
the6th day ofJune, 2019						
4Jeffrey Caron is	the duly electedpresident					
of the Agency.						
-	(Signature of the Elected Officer)					
STATE OF NEW HAMPSHIRE County of <u>Grafton</u>						
The forgoing instrument was acknowledged before me this <u>b^{+}</u> day of <u>June</u> , 20 <u>19</u> ,						
By <u>Jeffrey Park</u> (Name of Elected Officer of the Agency)	March Jourg (Notary Public/Justice of the Peace)					
(NOTARY SEAL) Notary Public - New Hampshire (NOTARY SEAL) My Commission Expires January 18, 202	v (/					
Commission Expires: 01-18-2022						

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ARUDIO DATE (MM/DD/YYYY) 6/6/2019

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1011 North Mai	n Street, Suite 4								VC, No):		
White River Junction, VT 05001			E-MAIL ADDRESS: sdelisle@kinneypike.com								
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					INSURER A : Philadelphia Indemn Insurance						18058
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	ount Prospect Academy				INSURER	<u>C:</u>					
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0	ford, NH 03777				INSURER	E:					
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(Mandatory in	NH)							E.L. DISEASE - EA EM			500,000
If yes, describe DESCRIPTION	under							E.L. DISEASE - POLIC			500,000
A Commerci	al Property			PHPK1924544		1/1/2019	1/1/2020	Ded			2,500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Comepensation Statutory Coverage applies in MA, NH & VT. Jeff Caron and Rita Meier are excluded officers.											
CERTIFICATE	HOLDER			·····	CANC						
State of New Hampshire Dept of Health & Human Service Division for Children, Youth & Families 129 Pleasant Street Concord, NH 03301				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
				AUTHORIZED REPRESENTATIVE							

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Mount Prospect Academy (MPA) Mission Statement

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

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

OFFICERS:

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

TRUSTEES

Jon Bownes Plymouth, NH033264

James Carey Plymouth, NH03264

Paul Fitzgerald Campton, NH 03223

Michael Sullivan Campton, NH 03223

Charles Wheeler Campton, NH 03223



FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Trustees Mount Prospect Academy, Inc.

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018 and 2017, and the changes in its net assets and cash flows for the year then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire December 11, 2018

Statements of Financial Position

June 30, 2018 and 2017

		<u>2018</u>	<u>2017</u>	
ASSETS				
Current assets Cash and cash equivalents Assets whose use is limited Tuition and fees receivable, net of allowance for doubtful accounts of \$50,000 Prepaid expenses	\$	447,246 - 1,690,549 19,020	\$ 979,980 67,408 971,124 11,865	
Total current assets	_	2,156,815	2,030,377	
Property and equipment Land and land improvements Buildings and building improvements Leasehold improvements Vehicles and equipment Furniture and fixtures Construction in progress	_	830,990 3,903,836 381,198 1,144,217 280,369 962,230	602,718 3,175,379 393,094 1,028,497 258,995 914,230	
Less accumulated depreciation	_	7,502,840 3,067,357	6,372,913 <u>2,908,072</u>	
Net property and equipment	_	4,435,483	3,464,841	
Due from related parties	_	1,210,948	1,133,126	
Total assets	\$_	7,803,246	\$ <u>6,628,344</u>	
LIABILITIES AND NET ASSETS				
Current liabilities Current portion of long-term debt Accounts payable Accrued expenses	\$	279,000 384,009 594,268	\$ 208,000 191,967 430,787	
Total current liabilities		1,257,277	830,754	
Long-term debt, net of current portion and unamortized deferred costs	-	1,574,621	1,638,220	
Total liabilities		2,831,898	2,468,974	
Unrestricted net assets	_	4,971,348	4,159,370	
Total liabilities and net assets	\$_	7,803,246	\$ <u>6.628.344</u>	

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

Statements of Activities

Years Ended June 30, 2018 and 2017

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

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

Statements of Functional Expenses

Years Ended June 30, 2018 and 2017

		June 30, 2018			June 30, 2017	
	Education and <u>Home Life</u>	General Administration	Total Expenses	Education and <u>Home Life</u>	General Administration	Total Expenses
Salaries and wages Employee benefits Payroll taxes	\$ 5,310,88 882,85 415,53	9 110,494	\$	\$ 4,271,410 759,298 332,573	\$ 402,311 102,889 45,065	\$ 4,673,721 862,187 377,638
Total personnel costs	6,609,27	7 827,184	7,436,461	5,363,281	550,265	5,913,546
Advertising Athletic transport and recreation	15,10 32.03		17,530 32,036	13,284 23,960	192	13,476 23,960
Auto repairs and leasing	39,48		39,488	33,238	903	34,141
Bad debts, net of recoveries	12,89		12,895	18,698		18,698
Contracted labor	12,00		12,000	-	-	-
Dues and subscriptions	6,65		7,915	4,829	346	5,175
Equipment rental and maintenance	33,25		35,545	24,833	-	24,833
Facilities rental expense	208,27		208,276	146,301	-	146,301
Food and supplies	270,92		276,528	138,400	3,019	141,419
Heating fuel	33,85		33,853	27,972	-	27,972
Home life supplies	61,58		61,586	44,190	-	44,190
Infirmary supplies	20,04		20,040	24,571	-	24,571
Insurance	83,55		83,554	61,886		61,886
Interest	10,11		86,365	8,257	74,070	82,327
Materials and supplies	7,34		19,893	5,960	12,481	18,441
Office supplies	115,38		139,159	50,887	14,030	64,917
Other	20,88		56,046	9,726	29,003	38,729
Other occupancy costs	46,87		46,875	30,960		30,960
Pension contribution	104,18		107,411	87,314	2,111	89,425
Professional services	80,45		194,306 78,574	58,977 68,577	99,393	158,370 68,577
Real estate taxes	78,57 82,14		82.142	47,126	-	47,126
Repair and maintenance Student clothing and personal items	20,26		20,266	13,325	•	13,325
Student clothing and personal items Student educational supplies	137,45		137,455	116,051	-	116,051
Student ransportation	230,29		230.290	200,858	342	201,200
Teacher training and development	53,91		57,668	37,774	2,287	40,061
Telephone	59,79		61,916	57,632	3,832	61,464
Travel	55,75	- 13,004	13,004	57,002	2,992	2,992
Utilities	59,48		59,485	56,675	2,552	56,675
Depreciation			373,108	345,213	5,153	350,366
Total	\$8,918,27	9 \$1,123,391	\$ <u>10,041,670</u>	\$ <u>7,120,755</u>	\$800,419	\$7,921,174

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

- 5 -

Statements of Cash Flows

Years Ended June 30, 2018 and 2017

		<u>2018</u>		<u>2017</u>
Cash flows from operating activities	\$	811,978	\$	938,013
Change in net assets	Ð	011,970	Φ	936,013
Adjustments to reconcile change in net assets to net cash				
provided by operating activities Depreciation and amortization		375,530		352,788
Gain on disposal of property and equipment		373,330		(25,723)
Change in allowance for doubtful accounts		-		10,000
Decrease (increase) in		-		10,000
Tuition and fees receivable		(719,425)		68,372
Prepaid expenses		(7,155)		(2,061)
Increase (decrease) in		(1,100)		(2,001)
Accounts payable		192,042		58,428
Accrued expenses		163,481		41,643
Due to related parties		-		(224,331)
Due to related parties	-		-	122 1100 1
Net cash provided by operating activities		816,451		1,217,129
Net cash provided by operating derivated	_		-	
Cash flows from investing activities				
Proceeds from sale of property and equipment		-		86,371
Purchase of property and equipment		(1,085,601)		(559,689)
Advances to related parties, net of repayments		(77,822)		(996,343)
Decrease (increase) in assets whose use is limited	_	67,408	_	(136)
	_			
Net cash used by investing activities	_	(1,096,015)		<u>(1,469,797</u>)
Cash flows from financing activities				
Principal payments on long-term borrowings		(232,420)		(311,658)
Payment of deferred costs	_	<u>(20,750</u>)		
Net cash used by financing activities	_	(253,170)		(311,658)
				(50 (000)
Net decrease in cash and cash equivalents		(532,734)		(564,326)
				4 5 4 4 200
Cash and cash equivalents, beginning of year	-	979,980	•	1,544,306
	¢	447 246		070 080
Cash and cash equivalents, end of year	₽=	447,246	:	979,980
Supplemental disclosures				
Noncash investing and financing transactions				
Acquisition of property and equipment with issuance of long-term debt	s	258,149	\$	159,652
to seller's financing company	*=	200,140	Ψ:	

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

Notes to Financial Statements

June 30, 2018 and 2017

Nature of Business

Mount Prospect Academy (MPA or the Organization) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a selfperpetuating Board of Trustees that is comprised of many of the same members as Vermont Permanency Initiative (VPI). MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

1. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. The Organization displays its activities and net assets in three classes: unrestricted, temporarily restricted and permanently restricted.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Expirations of temporary restrictions on net assets (that is, situations in which the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Organization had no temporarily or permanently restricted net assets at June 30, 2018 and 2017.

Use of Estimates

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

Cash and Cash Equivalents

All unrestricted, highly liquid investments with an original maturity of three months or less are considered to be cash equivalents.

The Organization maintains its cash and certificates of deposit in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant risk with respect to these accounts.

Notes to Financial Statements

June 30, 2018 and 2017

Tuition and Fees Receivable

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

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

Property and Equipment

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

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

	Years
Land improvements	7 - 10
Buildings and building improvements	7 - 30
Leasehold improvements	5 - 25
Vehicles and equipment	3 - 5
Furniture and fixtures	2 - 15

When assets are sold or disposed of, the related cost and accumulated depreciation and amortization are removed from the respective accounts, and any resulting gain or loss is included in the consolidated statement of activities.

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

Deferred Costs

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

Notes to Financial Statements

June 30, 2018 and 2017

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

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

Expenses are reported as decreases in unrestricted net assets. Gains and losses on other assets and liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor restriction or by law. Expirations of temporary restrictions, if any, on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

Income Taxes

The Organization is a not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code), whereby only unrelated business income, as defined by Section 512(a)(1) of the Code, is subject to federal income tax.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$17,530 and \$15,032 in 2018 and 2017, respectively.

2. Significant Concentrations and Estimated Third-Party Payor Settlements

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

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

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

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

Notes to Financial Statements

June 30, 2018 and 2017

3. Long-Term Debt

Long-term debt consists of the following:

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

Notes to Financial Statements

June 30, 2018 and 2017

Maturities of long-term debt are as follows:

2019	\$2	79,000
2020	2	71,000
2021	2	57,000
2022	2	07,000
2023	1	97,000
Thereafter	6	<u>89,593</u>
	\$ <u>1,9</u>	<u>00,593</u>

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

4. Commitments and Contingencies

Operating Leases

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

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

Self-Insurance

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

Litigation

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future positions or results of operations.

Notes to Financial Statements

June 30, 2018 and 2017

5. Defined Contribution Retirement Plans

The Organization provides defined contribution retirement plans for eligible employees. All employees aged 21 or older may begin participation in the plans. Years of service requirements range from one to two years depending on the entity. Plan contributions by participants and the Organization range from three percent to five percent of regular salary. Total employer contributions paid by the Organization totaled \$107,411 and \$89,425 in 2018 and 2017, respectively.

6. Related Party Transactions

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

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

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

7. Subsequent Events

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

Jeffrey S. Caron

Professional Experience

President and Executive Director, 2008-Present

Mount Prospect Academy: Plymouth, New Hampshire

- Responsible for admissions and discharge planning for 5 distinct intensive residential programs over northern New Hampshire serving over 250 students annually.
- Design and oversee programs
- Responsible for setting vision and mission
- Development of services to meet the changing needs of youth in the State of New Hampshire
- Curriculum development
- Treatment program development
- Assurance of compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF rules
- Directly supervise ten director-level employees to insurance a high quality of services

President, 2014 to Present

Vermont Permanency Initiative: Bennington, Newbury, Bradford, Vermont

- Responsible for analyzing entire budget and making steps to make program financially viable
- Working with administration and providing leadership through transition
- Initiate academic leadership and improve academic instruction, programming, administrative advocacy, physical plant improvements
- Oversee and implement new Admission Dept.
- Implement New Administrative Structure
- Oversee transition i.e. Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance.
- Assurance of compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise three Executive Directors to ensure a high quality of Services
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the entire state of Vermont.

Executive Director, 2001-2003

Life Centered Learning Institute: Tilton, New Hampshire

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

Framework compliance

• Staff hiring and evaluations

Head of Schools, June 2003-2007

The Becket School: Pike, New Hampshire

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

Head of Schools, June 2003-2008

South Becket Alternative School: Bradford, Vermont

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

Executive Director, 1998-2001

East Haverill Academy: East Haverill, New Hampshire

- Responsible for day to day operations and training
- Maintain New Hampshire Facility Licensing and Operational Standards
- Directly manage written criteria for all student admission and discharge
- Directly supervise four department head supervisors
- Responsible for overall performance of over 75 employees
- Oversee and sign all individual treatment plans and court reports
- Coordinate and maintain clinical treatment, special education, medical service for DCYF and NH DOE
- Submitted written request proposal for Transitional Service Program for the State of Vermont
- Coordinate and maintain clinical treatment, special education, medical service for Vermont DCF and VT DOE
- Manage annual operating budget of 3.5 million

Treatment Coordinator, 1996-1998

The Becket School: Pike, New Hampshire

- Designed and implemented Individual Treatment Plans for 12-18 clients
- Wrote monthly progress reports for 12-18 clients
- Researched and created the clients six month review

Education

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	Certificate for Advance Graduate Studies, C.A.G.S. 2001	
•	Curriculum Development and Academic Leadership	s
	Plymouth State College: Plymouth, New Hampshire	

Masters of Education, School Principal, 2001 Plymouth State College: Plymouth, NH Masters of Education, School Counseling 1999 Plymouth State College: Plymouth, NH

Bachelor of the Arts, 1992 Plymouth State College: Plymouth, NH Major: Psychology

Relevant Experience

- Recipient of the Educator of the Year Award "Eddy" in 2006 for Academic Leadership and Curriculum Development, by the New Hampshire Department of Education.
- President of the Board, Association for Supervision and Curriculum Development 2007
- And winner of the 2007 ASCD National Affiliate of the Year Award
- Conference Director of the New Hampshire Association for Supervision and Curriculum Development 2005-2007
- Representative to the ASCD Board of Directors meeting, San Antonio, Texas
- New Hampshire Private Special Educator Providers Counsel
- Academic Advisory Board for the Educational Excellence, Plymouth State College
- Team Member, New Hampshire Department of Education and Special Education Program Approval Process
- Certified Instructor for Nonviolent Crisis Intervention
- Member of Massachusetts State-Wide Coalition for Juvenile Fire setter Programs
- Member of New Hampshire Juvenile Fire setters Coalition
- Member of Phi Delta Kappa International
- Consultant for Choices in Community Support in Central New Hampshire
- Presenter and Speaker, 1999 Child Welfare League of America Conference: Brooklyn, New York

Host and Speaker, First Annual Twin State Juvenile Fire setters Conference

Brady Serafin



Summary of Qualifications

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

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

9 years experience as a Juvenile Probation Parole Supervisor

14 years experience as a Juvenile Probation Parole Officer

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

25 years of working closely with the Court system, local, state and federal law enforcement agencies, residential and community providers 13 years leadership/management experience

Summary of Skills

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

Accomplishments and Experience

Chief Executive Officer June 2018-Present Resource Treatment Facility Acadia Health Care 1404 South State Ave. Indianapolis IN 46203

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

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

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

Director of Operations, Bureau Chief	State of New Hampshire Division for Children Youth and Families
March 2016-June 2018	John H. Sununu Youth Services Center,
	Bureau of Community, Family and
	Program Support

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

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

Juvenile Probation Parole Supervisor	State of New Hampshire
2012-2016	1056 North River Rd.
	Manchester NH

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

Juvenile	Probation	Parole	Officer	IV
1998-201	2			

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

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

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

Child Protective Service Worker II 1994-1998

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

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

Volunteer Work / Program Development:

2010-2013

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

2007-2013

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

2005-2013

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

2000-2010

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

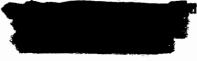
1995-Present

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

Education

Bachelor of Arts, Plymouth State College, 1993 Psychology, Member of National Honor Society in Psychology Twice published co-author of studies in the Journal of Risk

Richard Phelps, LICSW



EDUCATION September 1989-May 1991

9- Springfield College, Springfield, MA Master of Science, Social Work

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

EXPERIENCE August 2008-Present

Becket Family of Services, Plymouth NH Executive Director

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

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

Presented or co-presented on the following:

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

July 2005-August 2008 Responsible for providing case management and clinical services for as many as fourteen at risk adolescents. Duties include but not limited to: individual and family therapy, facilitation of group treatment and development of psych social assessments and individual treatment

plans.



August 1997- Lowell Middlesex Academy Charles School, Lowell MAJune 2005Teacher/Clinician

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

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

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

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

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

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

Darcy A. Winward, MA, LMHC, LCHMC

EDUCATION						
Rivier University Nashua, NH (2013-2016) Master of Arts in Mental Health Counseling	GPA 4.0					
Southern New Hampshire University Manchester, NH (2 Master of Education in Secondary English	005-2008) GPA 3.7					
Plymouth State University Plymouth, NH (2000-2004) Bachelor of Arts in English – Concentration in Writing	GPA 3.5					
	CENSURE					
LMHC – State of Massachusetts #10963						
LCHMC - State of New Hampshire #2120						
CERTIFICATIONS/Q	UALIFICATIONS/AWARDS					
National Wraparound Facilitator Certification Attachment, Self-Regulation, and Competency (ARC)	2014 & 2018 NFI Massachusetts All-Star Award Suicide Awareness/Prevention Certification					

Attachment, Self-Regulation, and Competency (ARC) Overdose Prevention and Narcan Trainer Harm Reduction/Motivational Interviewing 3-day Intimate Partner Abuse Training

2014 & 2018 NFI Massachusetts All-Star Award Suicide Awareness/Prevention Certification Medically Assisted Treatment Adult CPR/AED & First Aid Certification Trauma Informed Care

PROFESSIONAL EXPERIENCE

Program Director- Driver Alcohol Education & Second Offender Aftercare Program NFI MA Ambulatory Services Division Haverhill, MA (September 2016 – Present)

- DAE/SOA Committee Member Association for Behavioral Health Care (ABH) Natick, MA
- Directly supervise 6 clinicians; access appropriate staff training, provide direct supervision, facilitate staff meetings, group supervision and maintain proper scheduling
- Act as liaison between courts and clients
- Leadership team member for NFI MA Ambulatory Services
- Perform file audit reviews with multidisciplinary team
- Create budgets and develop proposals in conjunction with contract renewal process
- Develop and maintain positive and productive working relationships with funding sources, organizations, and community providers
- Ensure and maintain compliance with federal, state, and local regulations
- Develop and implement training curriculum standards
- Provide on-call support to staff and clients
- Responsible for timely performance evaluations and salary reviews

Outpatient Clinician NFI MA Ambulatory Services Haverhill, MA (July 2015-Present)

- Provide individual, family, and group therapy to clients with co-occurring disorders
- Provide case management and care coordination as needed
- Participate in treatment plan meetings, case conferences, and other clinical meetings
- Responsible for clinical documentation including progress notes, treatment plans, and discharge paperwork
- Create safety and relapse prevention plans
- Refer clients to community resources
- Provide on-call support and crisis management as needed

Darcy A. Winward, MA, LMHC, LCHMC

Forensic Mental Health Clinician - Northeast Forensic and Treatment Associates - Haverhill, MA (November 2015 - March 2017)

- Lead therapy groups for individuals with a sex offense conviction
- · Provided individual therapy to clients who had been convicted of a sexual crime
- Corresponded with probation and other collateral contacts
- · Provided case management and crisis intervention as needed

Case Manager/Outreach Worker NFI MA North Shore Continuum Peabody, MA (June 2014-Februaury 2016)

• Human Rights Officer

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- Provided intensive in-home and community-based treatment and intervention
- · Facilitated monthly and quarterly team meetings
- Coordinated with funding sources, schools, service providers, and family members to enhance and develop treatment plans
- · Provided psycho-education to families about youths' diagnoses and treatment goals
- Provided individual, family, and systems counseling in collaboration with team clinician
- Coordinated the transitions between different residential settings and levels of care

Supervisor/Youth Care Counselor NFI MA -Northeast Diversion-Haverhill, MA (January 2014-May 2015) & Amesbury Assessment-Amesbury, MA (July 2013-January 2014)

- Dialectical behavior therapy skills group leader
- Conducted objective behavioral observations of youth and prepared reports on a regular basis
- Provided individual, informal counseling to youths to discuss interpersonal issues, treatment and developed goals and plans to address concerns
- Provided supervision of assigned direct care staff, including giving feedback on staff performance

Assistant Supervisor NFI MA Riverside School (NFI CBAT & BTR) Lowell, MA (November 2012-July 2013)

- Participated in the planning and implementation of daily activities while carrying out the responsibilities of program operations
- Assisted with running milieu program, monitored client safety, and identified personal needs of clients while
 providing appropriate behavioral interventions
- · Collaborated with parents, teachers, social workers, attorneys, etc. in developing treatment plans

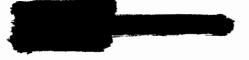
Direct Care Counselor Riverside Residential Group Home Lowell, MA (March 2012-November 2012)

- Supervised milieu operations
- Supported client transitions from school and home to group home
- Engaged in necessary behavioral interventions
- Completed written documentation of client behaviors
- Provided one-to-one support of clients as needed
- Acted as advocate for assigned clients

VOLUNTEER EXPERIENCE

Sexual and Domestic Violence Hotline & In-Person Advocate, Voices against Violence, Plymouth, NH (October 2003-May 2004)

Anthony Griffin



Willing to relocate: Anywhere Authorized to work in the US for any employer

Work Experience

Residential Director

NFI Massachusetts - Haverhill, MA July 2018 to Present

• Responsible for the daily operations of residential program for adolescents referred by the Department of Children and families , Department of mental health, and Department of Youth services

- · Hiring and coaching new staff
- Public speaking
- Program improvement
- Training
- Fiscal management
- Incident response and investigation

Assistant Director

NFI Massachusetts, Inc - Haverhill, MA july 2017 to Present

Assist the Director with daily tasks related to the operation of the program Manage the petty cash budget on a weekly basis Interviewing and hiring of new employees Direct supervision for over twenty employees Responsible for the safety and security of the program milieu Responsible for maintaining the facility and state requirements as the program safety officer

Shift Supervisor

Skills Used

NFI, Inc - Pathways - Haverhill, MA June 2013 to June 2017

Responsibilities Responsible for the safety and control of DYS committed juveniles Required to submit weekly documentation providing behavioral patterns and adjustments Closely monitor clients during in house transitions Mediate during times of distress Follow up after the discharge date with select individuals

Interpersonal communication skills

Technical writing Personal mentoring Facilitating group work with clients Incident report writing

Lead Technician

American cable and telephone - Woburn, MA September 2012 to April 2013

Assistant manager for a Comcast contracted company . Trained technicians on retention and collection of Comcast equipment from a number of job lists generated by Comcast.

Correctional Officer

Hills borough county dept of corrections - Manchester, NH September 2011 to August 2012

Direct supervision of incarcerated inmates to include use of hand restraints, clothed and unclothed contraband searches, booking and transporting of inmates. Responsible for the safety and control of county inmates

Dispatcher

Hampton police department - Hampton, NH June 2010 to August 2011

Dispatched emergency calls to police officers utilizing the radio and telephone

Substitute Teacher

Hampton academy jr high - Hampton, NH January 2010 to June 2011

Follow class plans as directed by classroom teacher. Assist and help students with ongoing assignments

Education

BA in Anthropology, psychology minor

University of New Hampshire - Durham, NH 2005 to 2009

Heather M. Foley

https://www.linkedin.com/in/heather-foley-93a01814a/

PROFESSIONAL PROFILE

Motivated and reliable professional with a passion for providing excellent care and support to individuals who need assistance and guidance. Confident leader in interactions with coworkers and consumers. Remains calm under pressure while working in a demanding environment where quick decisions need to be made effectively. Dedicated to assisting individuals to reach their greatest potential by helping them recognize and understand their strengths, while also identifying and improving challenges or barriers. Proficient in Microsoft Office including Word, Excel, and PowerPoint.

Highlight of Qualifications

Castron of the

Effective Communication Skills

- Ability to Prioritize & Multitask
- Critical Thinking & Problem-Solving Skills

EDUCATION

Master of Science: Psychology-Forensic Concentration Southern New Hampshire University

Bachelor of Arts: Criminal Justice Plymouth State University

PROFESSIONAL EXPERIENCE

Intake Coordinator

Seacoast Treatment and Stabilization Center

- Analyze and determine appropriateness of adolescent individuals for short term treatment
- · Develop and maintain relationships with state agencies
- Collect and organize intake paperwork
- Complete initial intake process, including administering initial assessments and providing intakes with program information and guidelines
- Previously held youth counselor and senior youth counselor positions, working directly with residents to maintain a safe and healthy environment

ACCOMPLISHMENTS National Society of Leadership and Success, SNHU Member January 2018- Present

Addressing Complex Issues with Empathy

- Working with Diverse Populations
- Ability to Maintain Confidentiality

August 2017

December 2012

PAIGE (SMIGIEL) MASCIOLI

Family Nurse Practitioner focused on providing quality care and maintaining direct lines of communciation with patients and the entire healthcare team. Excellent interpersonal, leadership and collaboration skills. More than nine years of nursing and healthcare experience. Seeking a position to utilize my skills and knowledge to better the lives of patients through education, counseling and non-pharmacological treatment, when appropriate.

EDUCATION

University of Massachusetts, Master of Science, Family Nurse Practitioner	
Curry College, Bachelor of Science, Nursing	

2017 2014

CERTIFICATIONS & SKILLS

- NH Certified Nurse Practitioner
- NH Registered Nurse License
- CPR Certified
- Valid DEA License

PROFESSIONAL EXPERIENCE

Seacoast Treatment and Stabilization Center (Becket Family of Services) Hampton, NH Residential center offering temporary respite, stabilization and intensive treatment for children ages 11 to 18 years. Family Nurse Practitioner February 2018-Present

- Serve as the sole health care provider to residents that have been placed in the Center due to pending legal charges and/or probation violation.
- Conduct therapeutic medical and psychiatric assessments and determine residents' needs for medical and/or mental health counseling and/or medications.
- Instruct, assist and implement therapeutic interventions and provide ongoing medication management.
- Collaborate with staff, guardians and outside providers to arrange medical, dental and psychiatric care.
- Maintain timely and accurate documentation in KaleidaCare System.
- Provide transportation and accompany patients to appointments.
- Provide educational resources and teaching regarding healthy behaviors and lifestyle choices.
- Develop policies, procedures and trouble shooting for a start up company location as part of the senior management team.
- Provide health and medication training relevant to treatment as necessary to staff members.

Exeter Hospital

Exeter, NH

Community-based hospital with 100 beds committed to providing innovative and progressive health care services. Registered Nurse, Emergency Department August 2015-October 2018

- Provided compassionate and efficient care to pediatric and adult patients and their families while ensuring comfort and privacy.
- Collaborated with other health care providers in planning patient care/treatment and reported pertinent information based on assessments and critical thinking skills.
- Administered medications and interventions safely including IV access, catheter insertion, NG tubes, etc.
- Performed specialized, life-saving treatments such as ACLS and medication management in code/post resuscitation situations and ICU level patients.
- Utilized Meditech Charting system and Pyxis Machine while ensuring accurate and timely documentation.

PAIGE (SMIGIEL) MASCIOLI

UMass Memorial Medical Center

Worcester, MA

The only level 1 trauma center in Central Massachusetts caring for severely injured patients from across the region. Registered Nurse, Emergency Department August 2013-August 2015

- Hired as an Emergency Department Tech in August 2013 while enrolled as an undergraduate at Curry College. Upon passing the NCLEX, accepted position as a full-time nurse in the New Graduate Program.
- Served as primary RN for multiple patients of varying aculty levels. After appropriate triage, completed indepth, multi-system assessments and provided excellent care to both simple and critical care patients.
- Collaborated with other health care providers in planning patient care/treatment and reported pertinent information based on assessment and critical thinking skills.
- Administered medications and interventions safely including IV access, catheter insertion, NG tubes, etc.
- Performed specialized, life-saving treatments such as ACLS and medication management in code/post
 resuscitation situations and ICU patients.
- Utilized Soarian Computer System, BD Pulse Check and Pyxis Machine while ensuring accurate and timely documentation.

CLINICAL EXPERIENCE Veterans Affairs Hospital FNP Student

Manchester, NH January 2016-April 2016

<u>Compensation and Pension Office</u>: Mainly male patients age 18+ with a focus on orthopedic assessments. Approximately 90 hours.

Oncology and Hematology Clinic: Male patients age 30+ specializing in chemotherapy interventions and head to toe assessments. Approximately 90 hours.

Massachusetts Institute of Technology Medical Campus Health FNP Student Cambridge, MA September 2016-December 2016

<u>Primary Care</u>: Mainly female population age 17+ including students, staff and faculty of many races and cultures with a large focus on women's health and gynecologic care. Also cared for a few male patients age 17+. 180 hours.

Lahey Health Primary Care FNP Student Gloucester, MA

January 2017-April 2017

<u>Primary Care</u>: Adult setting with a balance of male and female patients. Practiced under supervision and learned the process of assessments, diagnosing, ordering imaging, labs, prescriptions and follow up appointments. Approximately 90 hours.

Pediatrics West

Groton, MA

FNP Student <u>Primary Care</u>: Pediatric setting serving newborn to college aged children. Practiced under supervision and learned how to assess children of every age and learned what important milestones and developmental level was expected. Learned the process of ordering lab work and imagining and how to review these, ordering prescriptions and maintaining follow up care. Big focus on education, counseling and anticipatory guidance. Approximately 90 hours.

Mount Prospect Academy, Inc. – Girls ERT in Hampton

Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Jeff Caron	President	225,000	5%	11,250
Brady Serafin	Director of Operations	110,000	5%	5,500
Rick Phelps	Clinical Director	100,000	5%	5,000
Darcy Winward	Clinical Coordinator - Hampton	75,000	33%	25,000
Anthony Griffin	Program Director – Hampton	80,000	33%	26,666
Heather Foley	Intake Coordinator	40,000	33%	13,333
Paige Mascioli	Nurse Practicioner	85,000	33%	28,333