

Lorl A. Shibinette

Commissioner

Joseph E. Ribsam, Jr. Director JUN16*20 Am11/58 DEC

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 L-800-852-3345 Ext. 4451 Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into grant agreements with the vendors listed below in an amount not to exceed \$599,996 for provide financial support to the currently certified residential treatment programs for children and youth located in the state of New Hampshire, for maintaining or obtaining accreditation, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through October 31, 2021. 50% Federal Funds, 50% General Funds.

Funds are available in the following accounts for State Fiscal Year 2020, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See Attached Fiscal Details Sheet

EXPLANATION

The purpose of this request is provide financial support to the currently certified residential treatment programs for children and youth located in the state of New Hampshire, for maintaining or obtaining accreditation through any of the following independent, non-profit organizations:

- The Commission on Accreditation of Rehabilitation Facilities (CARF).
- The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
- The Council on Accreditation (COA).
- Any other independent, not-for-profit accrediting organization approved by the United States Department of Health and Human Services.

This Request for Grant Applications (RFGA) will provide the necessarily financial support to the currently certified residential treatment programs serving NH DCYF youth in order to maintain or obtain accreditation. This financial support will provide needed resources to residential treatment programs, many of which are not funded to their current operational costs. This will also support the residential treatment programs currently certified in NH to take one step further in. achieving compliance with the federal Family First Prevention Services Act.

This Grant provides funds to the certified residential treatment programs in NH and will support their obtainment or maintaining accreditation. There are approximately 248 DCYF youth receiving treatment in these NH certified residential treatment programs as of June 1, 2020.

The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RFGA) that was posted on the Department's website from

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

2/21/2020 through 4/3/2020. The Department received 11 proposals, 2 of which were withdrawn, award methodology was determined by calculated distribution of funding based on number of vendors who applied, and the amount requested as indicated in the RFGA Section 3.2 Award Methodology.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewals of the attached grant agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the currently certified residential treatment programs these funds are intended for may not be able to achieve their accreditation therefore not achieving compliance with the federal Family First Perseveration Services Act. Additionally, this accreditation is not only to meet the requirement, it will support their program in consistent policies which reflect best practice and an advance level of quality assurance that would benefit the youth they serve.

Areas served: Statewide

Respectfully submitted,

Ann H. Landry Associate Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS SFY 2016 FINANCIAL DETAIL

05-95-42-421410-7906 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIVISION FOR CHILDRE YOUTH & FAMILIES, JUVENILE JUSTICE SERVICES, OJJDP

FAIN # 1901NHCWSS			CFDA # 93.645		
Nashua Children's Horr	ne ·			Vendor <u># 233615</u>	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	
SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492	
			Sub-Total	\$36,492	

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Dover Children's Home

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492
			Sub-Total	\$36,492

Pine Haven Center for Boys

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$16,484
			Sub-Total	\$16,484

 Spaulding Youth Center 	•		<u>.</u>	Vendor # 154273
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492
			Sub-Total	\$36,492

Webster House				Vendor # 154142
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492
			Sub-Total	\$36,492

The Chase Home	· .			Vendor # 159596
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492
			Sub-Total	\$36,492

Easter Seals New Ha	mpshire, Inc.	•	_	Vendor # 177204
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492
			Sub-Total	\$36,492

	Mount Prospect Academ	y, Inc.	·		Vendor # 264251
ſ	Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
ł	SFY 2021	072-509073	Contracts for Program Services	42140617	\$36,492

Vendor # 233643

Vendor # 174119

DEPARTMENT OF HEALTH AND HUMAN SERVICES COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS SFY 2016 FINANCIAL DETAIL

	Sub-Total	\$36,492
	ISUD-TOTAL	\$30,45Z
· · · ·		

The Orion House				Vendor # 154861
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	072-509073	Contracts for Program Services	42140617	\$28,069
			Sub-Total	\$28,069

05-95-42-421010-2957 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIVISION FOR CHILDRE YOUTH & FAMILIES, CHILD PROTECTION

Nashua Children's Horr	ne			Vendor # 233615
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492
			Sub-Total	\$36,492

Dover Children's Home				Vendor # 23 <u>3643</u>
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492
			Sub-Total	\$36,492

Pine Haven (Center for Boys				Vendor # 174119
Fiscal	Year Clas	s / Account	Class Title	Job Number	Total Amount
202		2/500731	Contracts for Program Services	42105752	\$16,485
				Sub-Total	\$16,485

Spaulding Youth Center				Vendor # 154273
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492
			Sub-Total	\$36,492

Webster House				Vendor # 154142
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492
			Sub-Total	\$36,492

The Chase Home				Vendor # 159596
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492
			Sub-Total	\$36,492

Easter Seals New Ham	pshire, Inc.			Vendor # 177204
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492
			Sub-Total	\$36,492

Mount Prospect Academ	ny, Inc.			Vendor # 264251
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$36,492

DEPARTMENT OF HEALTH AND HUMAN SERVICES COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS SFY 2016 FINANCIAL DETAIL

· · · · · · · · · · · · · · · · · · ·	Sub Total	\$36,492
	Sub-Total	\$35,492

The Orion House	•	·		Vendor # 154861
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Program Services	42105752	\$28,070
· · · · · · · · · · · · · · · · · · ·			Sub-Total	\$28,070

\$599,996

Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-01)

GRANT AGREEMENT

The State of N	ew Hampshire and the Gra	intee hereby mitually agree	e as follows:					
•	GENERAL P	ROVISIONS						
1. Identification and Defin	itions.							
-1.1. State Agency Name Department of Health a	nd Human Services	1.2. State Agency Addre 129 Pleasant Street						
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	Concord, NH 03301						
1.3. Grantee Name Dover Children's H	[ome	1.4. Grantee Address 207 LOCUST ST, DOVER	, NH, 03820					
1.5. Grantec Phone # (603) 742-4289	1.6. Account Number 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$72,984					
1.9. Grant Officer for S Nathan D. White	State Agency	1.10. State Agency Tele (603) 271-9631	phone Number					
1.11. Grantee Signatur	Elilduro	1.12 Name & Title of C RENCE TOUNCY EXECUTIVE	1-cuildios					
1.13. Acknowledgment (/ // /20, before the un	actorily proven) to be the	re, County of Shalkan ally appeared the person person whose name is sly t in the capacity indicated	, on identified in block 1.12., med in block 1.11., and i in block 1.12.					
1.13.1. Signature of No (Seal) Jun a	otary Public or Justice of	the Peace						
1.13.2. Name & Title (of Notary Public or Justic	ce of the Peace Nota My Com	SUSAN A. GORDON ny Public - New Hampshire Imiasion Expires April 8, 2025					
1.14. State Agency Si	1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Joseph E. Ribsam, Jr.							
Director, DCYF								
1.16. Appropril by Attorney General (Form, Substance and Execution) (If applicable) By: Catherine Pinos Assistant Attorney General, On: 06/12/20								
	1.17. Approval by Governor and Council (if applicable)							
Rv:		On:	/ /					
2. <u>SCOPE OF WOR</u> acting through the agen	K: In exchange for gran cy identified in block 1.1	t funds provided by the (hereinafter referred to a	state of New Hampshire, s "the State"), the Grantce					
		age 1 of 3	Granice Initial R.U. Date Io III 2020					

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identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials Date_101120

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- AREA COVERED. Except as otherwise specifically provided for herein, the 3. Grantee shall perform the Project in, and with respect to, the State of New 92 Hampshire
- EFFECTIVE DATE: COMPLETION OF PROJECT. 4
- This Agreement, and all obligations of the parties hercunder, shall become 4.1. effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT. 5
- The Grant Amount is identified and more particularly described in EXHIBIT B, 5.1 95 attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 5.3. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete · 5 4 payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding 5.5. unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 Failure to submit any report required hereunder; or these general provisions
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 6. connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- RECORDS and ACCOUNTS.
- Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in 7.1. connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date seven (7) years after the Completion 7.2 Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, uffiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hercunder. In the event of any dispute hercunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS
- 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 13. 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, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date 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, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereimder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hercunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

- Any one or more of the following acts or omissions of the Grantee shall constitute H.I. an event of default hercunder (hereinafter referred to as "Events of Default"):
 - Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more; or all, of the following actions:
- Give the Grantee 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 Grantee notice of termination; and
- Give the Grantee a written notice specifying the Event of Default and suspending 11.2.2 all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.

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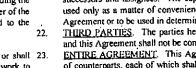
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or



any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement,
- INSURANCE AND BOND. 17.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 - 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 first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only 20. by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and arc not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - 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.
 - 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.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Grantee Initials Date

New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers



Exhibit A

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.3. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.4. The Contractor shall develop policies across each agency with the division.
- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
 - 1.7.4. File management
 - 1.7.5. Pre-built reporting

1.8. The Contractor shall monitor outcomes and objectives including but not limited to:

- 1.8.1. Permanency- Parenting relationship and physical location
- 1.8.2. Preparedness Education, Economic, Health and Wellness
- . 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.9.1. Systems design
 - 1.9.2. Workflow design

Dover Children's Home

Exhibit A Page 1 of 2 Contractor Initials

RFGA-2020-DCYF-02-ACCRE-01 Rev.09/06/18



Exhibit A

- 1.9.3. Reporting
- 1.9.4. Data quality
- 1.9.5. Database administration
- 1.10. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:

1,10.1. Traumatic Stress Institute

- 1.11. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.12. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.13. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1.14. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.15. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.16. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

Dover Children's Home

RFGA-2020-DCYF-02-ACCRE-01 Rev.09/06/18 Exhibit A



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New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers

Exhibit B

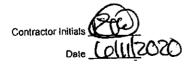
Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Grant Agreement Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% General funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- 3. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Dover Children's Home

RFGA-2020-DCYF-02-ACCRE-01

Exhibit B Page 1 of 1



Rev. 01/08/19



REVISIONS TO STANDARD GRANT AGREEMENT

- 1. Revisions to Grant Agreement, General Provisions
 - 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
 - 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

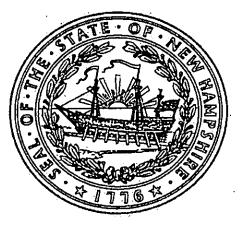


State of New Hampshire Department of State

CERTIFICATE

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

Business 1D: 60257 Certificate Number: 0004924990



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I.	Carolyn Mebert	, hereby certify that	:
----	----------------	-----------------------	---

1. I am a duly elected Clerk/Secretary/Officer of ____ Dover Children's Home Board of Directors

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on <u>June 10</u>, 20<u>20</u>, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Renee Touhey-Childress, Executive Director (may list more than one person)

is duly authorized on behalf of ______ Dover Children's Home _____ to enter into contracts or agreements with the State

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

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

10 Dated:

Signature of Elected Officer Name: Carolyn Mebert Title: President, Board of Directors

Rev. 03/24/20



DATE (MM/DD/YYYY

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
this certificate does not confer rights to PRODUCER	the c	erutio	cate holder in lieu of such	I CONTA					
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Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-08)

GRANT AGREEMENT

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

1. Identification and Defi	nitions.	`.				
1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301				
1.3. Grantee Name Easter Seals New H	lampshire Inc.	1.4. Grantee Address 555 AUBURN STREET Manchester, NH, 03103				
1.5. Grantee Phone # (603) 623-8863	1.6. Account Number1.8. Grant Iintee Phone #05-95-042-421010-1.7. Completion Date					
1.9. Grant Officer for S Nathan D. White	itate Agency	1.10. State Agency Tele (603) 271-9631	phone Number			
1.11. Grantce Signatur	e n K	1.12. Name & Title of G Elin Treanor, CFO	rantee Signor			
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough , on 6/ ¹¹ / ²⁰ before the undersigned officer, personally appeared the person identified in block 1.12., known forms (or satisfactorily proven) to be the person whose name is signed in block 1.11., and askourd a that she executed this document in the capacity indicated in block 1.12.						
Seal) EXPRES	nthia Russ	the Peace				
2400 miningun	f Notary Public or Justice Executive Assistant, Notary P		· · ·			
1.14. State Agency Signaturo(s) 1.15. Name & Title of State Agency Signor(s) Joseph E. Ribsam, Jr. Director, DCYF						
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)						
By: Catherine Pinos Assistant Attorney General, On: 06/12/20						
1.17. Approval by Governor and Council <i>(if upplicable)</i>						
By:			1.1			
2. <u>SCOPE OF WORK</u>	: In exchange for grant	funds provided by the s	tate of New Hampshire,			
			FT FT			

GENERAL PROVISIONS

Page 1 of 3

1.

Grantce Initials <u>t/</u> Date <u>6/11/2020</u>

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10, the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. <u>RECORDS and ACCOUNTS</u>.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records
 - pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions. PERSONNEL
- 8. <u>PERSONNEL</u>.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Granice notice of such termination.
 - EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 1.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - <u>TERMINATION</u>.
 - 2.1. In the event of any carly termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 2.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee,

and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15 otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior 20 written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 22 State. This covenant shall survive the termination of this agreement.
- 17 INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 - 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 first above given.
 - 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 Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - 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.
 - 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.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Exhibit A

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall hire and collaborate with an accreditation consultant in order to developed, implement and train utilizing accreditation goals and initiatives set forth by CARF.
- 1.3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.4. The Contractor shall provide staff training on Trauma Informed Care competencies over the next twelve (12) months.
- 1.5. The Contractor shall collaborate with CARF to conduct a three (3) day on site review including but not limited to:
 - 1.5.1. Review of staff personnel policies
- 1.5.2. Observation and interviews of staff and clients
- 1.6. The Contractor shall develop policies across each agency with the division.
- 1.7. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.8. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.9. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.9.1. Unduplicated client profiles
 - 1.9.2. Program enrollment
 - 1.9.3. Service delivery
 - 1.9.4. File management
 - 1.9.5. Pre-built reporting
- 1.10. The Contractor shall monitor outcomes and objectives including but not limited to:
 - 1.10.1. Permanency- Parenting relationship and physical location

Easter Seals New Hampshire, Inc.

Exhibit A

Contractor Initials

Date 6/11/2020



Exhibit A

- 1.10.2. Preparedness Education, Economic, Health and Wellness
- 1.10.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.11. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.11.1. Systems design
 - 1.11.2. Workflow design
 - 1.11.3. Reporting
 - 1.11.4. Data quality
 - 1.11.5. Database administration
- 1.12. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:
 - 1.12.1. Traumatic Stress Institute
- 1.13. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.14. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.15. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1:16. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.17. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.18. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

Contractor Initials _ET

Date _6/11/2020



New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers

Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% general funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- 3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Easter Seals New Hampshire, Inc. RFGA-2020-DCYF-02-ACCRE-08 Exhibit B Page 1 of 1 Contractor Initials <u>ET</u> Date <u>6/11/2020</u>

Rev. 01/08/19



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

1. Revisions to Grant Agreement, General Provisions

- 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
- 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

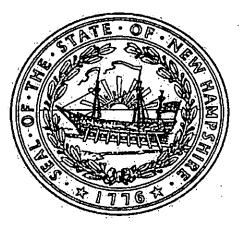
CU/DHHS/050418

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Bușiness ID: 61290 Certificate Number: 0004881223



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I,Cynthia Ross	, hereby certify that:
(Name of the elected Officer of the Corporation/LLC	

1. I am a duly elected Glerk/Secretary/Officer of _Easter Seals New Hampshire, Inc._____. (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on ____April 8______, 2020____, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That _Elin Treanor, CFO_____ (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 6.11.2020

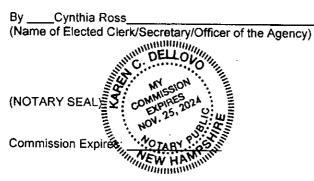
101

Signature of Elected Officer Name: Cynthia Ross Title: Assistant Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough_____

The foregoing instrument was acknowledged before me this _____ day of ______



(Notary Public/Justice of the Peace)

Rev. 09/23/19

CI	ient#:	4970	72
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EASTESEA7

		IFI	CA		ILITY INS	URAN	CE [•	IN/DD/YYYY) /2019
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
l If	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject is certificate does not confer any rig	to the	e terr	ns and conditions of the	policy, certain po	licies may req			
<u> </u>	UCER				CONTACT				
	Insurance Services LLC				PHONE (A/C, No, Ext): 855	374-0123	FAX (A/C, No)):	
	ecutive Park Drive, Suite 300				E-MAIL ADDRESS:		· · · · · · · · · · · · · · · · · · ·		
	ford, NH 03110					INSURER(S) AI	FFORDING COVERAGE		NAIC #
855	874-0123		<u> </u>		INSURER A : Philadelp	his Indemnity Insuranc	:e Co		18058
INSU					INSURER B :	· · · · · · · · · · · ·	· · · · ·		
	Easter Seals NH, Inc. 555 Auburn Street				INSURER C :				
	Manchester, NH 03103				INSURER D :				
Ĺ	manchester, introstos				INSURER E :				<u> </u>
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	X Professional Liab						MED EXP (Any one person)	\$ 5,00	0
] _ <u></u>						PERSONAL & ADV INJURY		0,000
							GENERAL AGGREGATE		0,000
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	OTHER:							\$	
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT		
•	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYE	E S	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
Α	EDP		1	PHPK2027763	09/01/201	9 09/01/2020	\$1,619,500		
							\$500 Deductible		
							Special Form Incl 1	[heft	
	RIPTION OF OPERATIONS / LOCATIONS / VEHI								
Supplemental Names:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum									
Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a									
Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of									
Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the									
(See Attached Descriptions)									
	Department of Health & Services, State of NH 129 Pleasant Street	Hum	an	,	THE EXPIRATI	ON DATE THI WITH THE PC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I DLICY PROVISIONS.		
ſ	Concord, NH 03301								

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DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

SAGITTA 25.3 (2016/03) 2 of 2 #S26432410/M26429928



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

\sim								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
	UCER	emenu	o/	CONTACT TI	na Ho	ousman	· · · ·	
Hay	s Companies Inc.			PHONE			FAX	<u></u>
-	Federal Street, 4th Floor			E-MAIL the	11000	n@haveco	(A/C.No): mpanies.com	
				ADDRESS:				r
		1.0			IN	SURER(S) AFFOR	ING COVERAGE	NAIC #
BOS		.10			e No	orth River	Insurance Company	21105
	 ter Seals New Hampshire,In	~		INSURER B :	-			<u> </u>
	Auburn Street			INSURER C :	·			
555	Auburn Screet			INSURER D :				
				INSURER E :				
	chester NH 031			INSURER F :				
			E NUMBER:20-21 WC				REVISION NUMBER:	
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· .	OFFICER/MEMBER EXCLUDED?	NIA	406-731971-7	1/1/		1/1/2021	E.L. EACH ACCIDENT \$	1,000,000
	Mandatory In NH) ` 1 yes, describe under		400-751371-7	1/1/2	.020	1/1/2021	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	DESCRIPTION OF OPERATIONS below		· · · · · · · · · · · · · · · · · · ·				E.L. DISEASE - POLICY LIMIT \$	1,000,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACOP	RD 101, Additional Remarks Schedu	le, may be attache	d if mo	re space is requir	ed}	
Evi	dence of Insurance							
	• •							
			,					
·								
CER	CERTIFICATE HOLDER CANCELLATION							
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
	129 Pleasant St.			AUTHORIZED RE	PRESE	NTATIVE		
	Concord, NH 03301							
James H				James Hays/GSCHIC				

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Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-09)

GRANT AGREEMENT

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

1. Identification and Defin	itions.					
1.1. State Agency Name Department of Health a	nd Human Services	1.2. State Agency Address 129 Pleasant Street Concord, NH 03301				
1.3. Grantee Name Mount Prospect Academy, Inc.		1.4. Grantce Addrcss 350 Main Street Plymouth, NH, 03264				
1.5. Grantee Phone # (603) 836-5372	1.6. Account Number 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$72,984			
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number			
1.11. GrantesSignatur		1.12. Name & Title of G re, County of Gover				
Known to me (or satisfa acknowledged that _he	lersigned officer, person ctorily proven) to be the	ally appeared the person person whose name is sign t in the capacity indicated	identified in block 1.12., gned in block 1.11., and			
.1.132. Name & Title o	f Notary Public or Justic	e of the Peace JOHN CHARLE Sinte My Commissi	of New Hampshire of New Hampshire on Expires February 1, 2022			
1.14. State Agency Sig	mature(s)	1.15. Name & Title o Joseph E. Ribs Director, DCYI				
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)						
By: Catherin	e Pinos Assistant	Attorney General, On:	06/ 15/ 20			
1.17. Approval by Gov	ernor and Council (if ap	plicable)				
By:		On:	/ / state of New Hampshire			
2. <u>SCOPE OF WORK</u>	τ ο	gel of 3	Grantee Initials			

GENERAL PROVISIONS

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Page 2 of 3

Grantee Initial

Date 8:11-

Sec. 1.

5 55 C 15 M 5

. .

 <u>AREA COVERED.</u> Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached bereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.

<u>RECORDS and ACCOUNTS</u>.

- 7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4
 - State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL
- 8.1. The Grantce shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

DATA: RETENTION OF DATA: ACCESS.

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 13. 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, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date 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, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES:

9.5.

- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - .1.2 Failure to submit any report required hereunder, or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder, or
- 1.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 1.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 2.1 Give the Grantee 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 Grantee notice of termination; and
- 1.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - 2. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 2.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

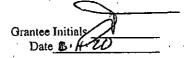
12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials Date 6.11. PC

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State. 20.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantce or Subcontractor, or subgrantee or other agent of the Grantee. 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 22 State. This covenant shall survive the termination of this agreement.
- 17 INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance.
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and.

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 - 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 first above given.
 - 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 Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - 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.
 - 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.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Page 4 of 3

New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers



Exhibit A

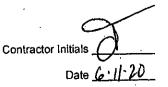
Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.3. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.4. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.5. The Contractor shall utilize feedback provided by CARF extensive reviews of the organization including but not limited to:
 - 1.5.1. Leadership
 - 1.5.2. Strategic planning
 - 1.5.3. Legal requirements
 - 1.5.4. Financial Planning and management
 - 1.5.5. Risk management
- 1.6. The Contractor shall develop policies across each agency with the division.
- 1.7. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.8. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.9. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.9.1. Unduplicated client profiles
 - 1.9.2. Program enrollment
 - 1.9.3. Service delivery
 - 1.9.4. File management
 - 1.9.5. Pre-built reporting

Mount Prospect Academy, Inc.

RFGA-2020-DCYF-02-ACCRE-09 Rev.09/06/18 Exhibit A



Page 1 of 2

New Hampshire Department of Health and Human Services

Accreditation Support for DCYF Certified Residential Treatment Providers



Exhibit A

- 1.10. The Contractor shall monitor outcomes and objectives including but not limited to:
 - 1.10.1. Permanency- Parenting relationship and physical location
 - 1.10.2. Preparedness Education, Economic, Health and Wellness
 - 1.10.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.11. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.11.1. Systems design
 - 1.11.2. Workflow design
 - 1.11.3. Reporting
 - 1.11.4. Data quality
 - 1.11.5. Database administration
- 1.12. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:
 - 1.12.1. Traumatic Stress Institute
- 1.13. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.14. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.15. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1.16. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.17. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.18. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

Mount Prospect Academy, Inc.

RFGA-2020-DCYF-02-ACCRE-09 Rev.09/06/18 Exhibit A

Contractor Initials

Date 6.11.20



New Hampshire Department of Health and Human Services Accreditation Support for DCYF Certified Residential Treatment Providers

Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% general funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- 3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Mount Prospect Academy, Inc.	 Exhibil B	Contractor Initials
RFGA-2020-DCYF-02-ACCRE-09	Page 1 of 1	Date 6:11-220
Rev. 01/08/19		



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

- 1. Revisions to Grant Agreement, General Provisions
 - 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
 - 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

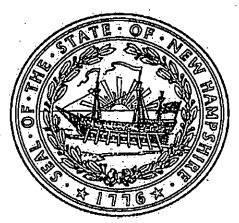
Date 1.11.20

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: 0004929434



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of June A.D. 2020.

William M. Gardner · Secretary of State

CERTIFICATE OF AUTHORITY

I,Jeffrey Park (Name of the elected Officer of the Corporation/LLC; cannot	, hereby certify that: t be contract signatory)
1. I am a duly elected Clerk/Secretary/Officer ofMount Pro (Corporation/LLC)	ospect Academy, Inc
2. The following is a true copy of a vote taken at a meeting of the B held onJune 6, 20_19_, at which a quorum of the D (Date)	oard of Directors/shareholders, duly called and irectors/shareholders were present and voting.
VOTED: ThatJeffrey Caron, President Mount Prospect (Name and Title of Contract Signatory)	Academy, Inc (may list more than one person)
is duly authorized on behalf of _Mount Prospect Academy, Inc. to (Name of Corporation/ LLC)	enter into contracts or agreements with the State
of New Hampshire and any of its agencies or departments ar documents, agreements and other instruments, and any amendr may in his/her judgment be desirable or necessary to effect the put	nents, revisions, or modifications thereto, which
N	is attached. This authority remains valid for ner certify that it is understood that the State of e person(s) listed above currently occupy the corporation. To the extent that there are any

ACORD.	EF	RTI	FICATE OF LIA	ABIL	ITY INS		CE		ARUDIO (MM/DD/YYYY) 15/2020
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	ct to	the	terms and conditions of	the po	licy, certain j	policies may			
PRODUCER Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 FAX (A/C, No): (802) 2								296-6126	
White River Junction, VT 05001			,	ADDRE	_{ss:} sdelisle(e.com		NAIC #
· · · · · · · · · · · · · · · · · · ·				INSURE			nn Insurance		18058
INSURED VT Permanency Initiative Inc					кв:Maine E	mployers	Mutual		11149
Mount Prospect Academy			•	INSURE					
PO Box 325		•		INSURE					· · ·
				INSURE	RF:				
			E NUMBER:	-			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICII INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REM	ENT, TERM OR CONDITIO , THE INSURANCE AFFOR	N OF A DED B	NY CONTRAC	CT OR OTHER	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO	WHICH THIS
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A X COMMERCIAL GENERAL LIABILITY	' . '		РНРК2079516		1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 100,000
X Abuse \$1M			-ia				MED EXP (Any one person)	\$	5,000
] <u>-</u>	1					•••	PERSONAL & ADV INJURY	\$	1,000,000
GENL AGGREGATE LIMIT APPLIES PER:			•	•			GENERAL AGGREGATE	\$	2,000,000
	•						PRODUCTS - COMP/OP AGG	\$	2,000,000
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A X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	4,000,000
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DED X RETENTIONS 10,000	<u> </u>								
AND EMPLOYERS' LIABILITY	.		5101800528		7/3/2019	7/3/2020		-	. 500,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	 F	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below		·			·	· · · · · ·	E.L. DISEASE · POLICY LIMIT		500,000
A Commercial Property			PHPK2079516		1/1/2020	.1/1/2021	Ded	1	2,500
· · ·			. '			1		·	•
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI Workers Comepensation Statutory Coverag	LES (/ le apj		I D 101, Additional Remarks Schedu In MA, NH & VT. Jeff Carol	ile, may b n and R	e attached if mor ita Meler are (e space is requir excluded offi	ed) Cers.	<u> </u>	
		-		•					
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				CAN	ELLATION				
CANCELLATION State of New Hampshire Dept of Health & Human Service Division for Children, Youth & Families CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.									
129 Pleasant Street Concord, NH 03301				AUTHORIZED REPRESENTATIVE					
Children .									

*

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* The ACORD name and logo are registered marks of ACORD

Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-02)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.		· ·					
1.1. State Agency Name Department of Health and Human Services	1.2. State Agency Address 129 Pleasant Street Concord, NH 03301						
1.3. Grantee Name Nashua Children's Home	1.4. Grantee Address 125 AMHERST STREET NASHUA, NH, 03064						
1.5. Grantee Phone # (603) 883-38511.6. Account Number 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$72,984					
1.9. Grant Officer for State Agency Nathan D. White	1.10. State Agency Tele (603) 271-9631	phone Number					
1.11. Grantee Signature	1.12. Name & Title of G DAULO VILLE GABLUTINE DE	rantec Signor 077Z W.6 <i>CTU</i> A					
1.13. Acknowledgment: State of New Hampshi / / , before the undersigned officer, person known to me (or satisfactorily proven) to be the acknowledged that _he_ executed this documen 1.13.1. Signature of Notary Public or Justice of	ally appeared the person person whose name is sig t in the capacity indicated	ned in block 1.11., and 👘					
(Scal) Hari Wilshire							
1.13.2. Name & Title of Notary Public or Justic Lori Wilshire, Notary	<u>ر</u> ٤	il WILSHIRE, Notary Public Itate of New Hampshire Islon Explice September 21, 2021					
1.14. State Agency Signature(s)	1.15. Name & Title of State Agency Signor(s) Joseph E. Ribsam, Jr.						
	Director, DCYF						
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)							
By: Catherine Pinos Assistant.	Attorney General, On: 0	6/ 12/ 20					
1.17. Approval by Governor and Council (if applicable)							
By: On: / /							
	funds provided by the st	ate of New Hampshire,					
Рад	elof3	Grantee Initiale Date <u>C/11/200</u>					

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantec Initial Date

AREA COVERED, Except as otherwise specifically provided for herein, the 3. Grantee shall perform the Project in, and with respect to, the State of New 9.2. Hampshire.

EFFECTIVE DATE: COMPLETION OF PROJECT.

- 1.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT. 5.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 9.5.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project: The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 5. connection with the performance of the Project, the Grantee shall comply with all '11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.

RECORDS and ACCOUNTS.

- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2. transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date seven (7) years after the Completion 7.2. Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the-State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions. ₹.
- PERSONNEL.
- 3.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 3.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 3.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

DATA: RETENTION OF DATA: ACCESS.

21. 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 13. 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, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date 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, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantée notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantce shall, constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee 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 Grantee notice of termination; and
- Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work, performed, and the Grant Amount carned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no. event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hercunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials Date

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold hannless 16. 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
- 17) INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 - 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 first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only 20. by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construct in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties 22. . and this Agreement shall not be construed to confer any such benefit,
 - 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.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials CIM Date



Exhibit A

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.4. The Contractor shall develop policies across each agency with the division.
- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
 - 1.7.4. File management
 - 1.7.5. Pre-built reporting
- 1.8. The Contractor shall monitor outcomes and objectives including but not limited to:
 - 1.8.1. Permanency- Parenting relationship and physical location
 - 1.8.2. Preparedness Education, Economic, Health and Wellness
 - 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.9.1. Systems design

Nashua Children's Home

Exhibit A

Contractor Initials

Page 1 of 2

Exhibit A

1.9.2. Workflow design

1.9.3. Reporting

- 1.9.4. Data quality
- 1.9.5. Database administration
- 1.10. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:
 - 1.10.1. Traumatic Stress Institute
- 1.11. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.12. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.13. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1.14. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.15. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.16. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

RFGA-2020-DCYF-02-ACCRE-02 Rev.09/06/18





Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% general funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Exhibit B

Contractor Initials



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

1. Revisions to Grant Agreement, General Provisions

- 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
- 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initiate

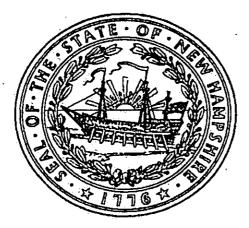
Date 4

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA CHILDREN'S HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 04, 1903. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61867 Certificate Number: 0004929028



IN TESTIMONY WHEREOF,

Thereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of June A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

NZCZAL. ALBERT, hereby certify that: (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory) 1. I am a duly elected Clerk/Secretary/Officer of <u>NASHUA</u> <u>CHELONEN'S</u> <u>HOME</u> (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on TUNE 10, 20 20, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That DAVID VELLIOTTI, EXECUTIVE DIRECTCA (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of MATHOR CHICORGAY Heat to enter into contracts or agreements with the State (Name of Corporation/ LLC)

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

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

Dated: 6 hola

Signature of Elected Officer Name: TAZCZA L. ALBERT Title: PRESZAENT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
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Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-03)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Defi	nitions.							
1.1. State Agency Name Department of Health a	nd Human Services	1.2. State Agency Address 129 Pleasant Street Concord, NH 03301						
1.3. Grantee Name Pine Haven Boys C	enter	1.4. Grantee Address RIVER RD PO BOX 162 SUNCOOK, NH, 03275						
1.5. Grantee Phone # (603) 485-7141	1.6. Account Number 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$32,959					
1.9. Grant Officer for S Nathan D. White	State Agency	1.10. State Agency Telephone Number (603) 271-9631						
1.11. Grantee Signatu	re	1.12. Name & Title of G	rantee Signor					
- foul fine	- · ·	-RAUL RIVA - E	4. D'alleren					
(Scal) 1.13.2. Name & Title (otary Public or Justice of D-7 x00 Cho of Notary Public or Justic 100LAKKAL	olaxical FE	MY MMAISSION EXPIRES 0. 19, 2025 C, Ay PUP, Kran MAY PUP, Kran MAY PUP, Kran MAY PUP, Kran MAY PUP, Kran					
1.14. State Agency Signature(s) Joseph E. Ribsam, Jr. Director, DCYF								
1.16. Approval by Att	orney General (Form, Su	bstance and Execution)(f applicable)					
		Attorney General, On:	06/ 15/ 20					
1.17. Approval by Go	vernor and Council (if ap	plicable)						
By: On: / /								
	K: In exchange for gran	t funds provided by the	state of New Hampshire					
	Pa	gelof3	Grantee Initials PC					

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as "EXTIBIT A (the scope of work being hereinafter referred to as "the Project").

Page 2 of 3

Grantee Initials $\int \mathcal{N}$ Date $G f = \int \mathcal{N}$

AREA COVERED, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New 92 Hamoshire

TEFFECTIVE DATE: COMPLETION OF PROJECT. 4.

- This Agreement, and all obligations of the parties hereunder, shall become 4.1. effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3 whichever is later (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports -9.4. 4.2. required by this Agreement, shall be completed in ITS entirety prior to the date in)
- block 1.6 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT; LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, 51. attached hereto.
- 52 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 5.3. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld-pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, ", compensation to the Grantee for the Project - The State shall have no liabilities to the Grantee other than the Grant Amount,
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding 5.5. unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. 6. connection with the performance of the Project, the Grantee shall comply with all +1.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permuts and RSA 31:95-b.

RECORDS and ACCOUNTS. 7.

- 7. j. 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services, Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date seven (7) years after the Completion 7.2. Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this -12.1. Agreement. As used in this paragraph,""Grantee" includes all persons,, natural or fictional, alliliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- The Grantee shall, at its own expense, provide all personnel necessary to perform 8.1. the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2 be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws,
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3.7 to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed,
- The Grant Officer shall be the representative of the State hereunder. In the event 8.3 of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS. 9.
- As used in this Agreement, the word "data" shall mean all information and things 4.1. developed or obtained during the performance of, or acquired or developed by 13 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, paper, and documents, all whether finished or unlinished,

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, intrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever
- No data shall be subject to copyright in the United States or any other country by anyone other than the State,
- On and after the Effective Date all data, and any property which has been received from the State or purchased with finds 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, whichever shall first occur.
- The State, and anyone it shall designate, shall linve unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without fimitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDUES. 11.

9.5

- Any one or more of the following acts or omissions of the Grantee shall constitute U.L an event of default bereunder (hereinafter referred to as "Events of (Default")))
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder, or
- 1113 Failure to maintain, or permit access to, the records required hereunder; of
- Failure to perform any of the other covenants and conditions of this Agreement In 114.4
 - Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions;
 - 11.2.1 Give the Grantee 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 livent of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination, and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be mude under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any livent of Default; and
 - Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.
 - In the event of any carly termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount carned, to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder
 - 12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

approval of the undertaking or carrying out of such Project, shall participate in 17.2, any decision relating to this Agreement which affects his or ber personal interest or the interest of any corporation, partnership, or association in which be or she is directly or indirectly interested, nor shall be or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- <u>GRANTIETS RELATION TO THE STATE</u>. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18 the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. <u>ASSIGNMENT AND SUBCONTRACTS</u>. The Grantee shall not assign or 19, otherwise transfer inty interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State. 20.
- 16 INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all tosses 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 21, on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement. 22

17 INSURANCE AND BOND.

14

- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23, require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance.
- 17.1.1 Statutory workmen's compensation and employees liability-insurance for all 24employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public fishility insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 7.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy carlier than ten (10) days after written notice thereof has been received by the State.
- <u>WAIVER OF (REFACT)</u> No failure by the State to enforce any provisions hereof after any fivent of Default shall be deemed a waiver of its rights with regard to that livent, or any subsequent fivent. No express waiver of any fivent of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
- <u>NOFICE</u>. 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 first above given.
- <u>AMENDMENT</u>. 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 Council of the State of New Hampshire.
- <u>CONSTRUCTION OF AGREEMENT AND TERMS</u>. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only us a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
- 22 <u>THIRD PARTIES</u>. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - <u>ENTIRE AGRIENUENT</u>. 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 bereto.
 - <u>SPECIAL PROVISIONS</u>. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Exhibit A

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall hire and collaborate with an accreditation consultant in order to developed; implement and train utilizing accreditation goals and initiatives set forth by CARF.
- 1.3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.4. The Contractor shall develop policies across each agency with the division.
- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
 - 1.7.4. File management
 - 1.7.5. Pre-built reporting
- 1.8. The Contractor shall monitor outcomes and objectives including but not limited to:
 - 1.8.1. Permanency- Parenting relationship and physical location
 - 1.8.2. Preparedness Education, Economic, Health and Wellness
 - 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care

Contractor Initials

Dale Galacia

1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:

Pine Haven Boys Center

- Exhibit A

RFGA-2020-DCYF-02-ACCRE-03 Rev.09/06/18 Page 1 of 2



Exhibit A

- 1.9.1. Systems design
- 1.9.2. Workflow design
- 1.9.3. Reporting
- 1.9.4. Data quality
- 1.9.5. Database administration
- 1.10. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:
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- 1.11. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.12. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.13. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1.14. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.15. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.16. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

Pine Haven Boys Center

RFGA-2020-DCYF-02-ACCRE-03 Rev.09/06/18



Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% General funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$32,969 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Pine Haven Boys Center							
RFGA-2020-DCYF-02-ACCRE-03							
Bev 01/08/19							

Exhibit B Page 1 of 1

Contractor Initials Date 🤄 🔄



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

1. Revisions to Grant Agreement, General Provisions

- 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
- 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

CU/DHUS/050418

Page 1 of 1

Date Gla Lot.

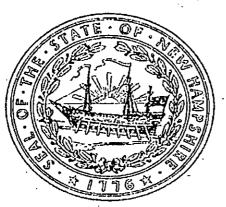
State of New Hampshire Department of State

CERTIFICATE.

I, William M, Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969, 4 further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64764

Certificate Number : 0004926091



IN TESTIMONY WHEREOF.

Libereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June A.D. 2020.

II m

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory) _, hereby certify that: Tine Havin 1. I am a duly elected Clerk/Secretary/Officer of Dourd of Director (Corporation/LLC Name) 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and , 20 $\frac{2}{3}$, at which a quorum of the Directors/shareholders were present and voting. held on May 21 (Date) VOTED: That Jav Riva Executive Direction (Name and Title of Contract Signatory) (may list more than one person) is duly authorized on behalf of <u>) inc</u> Haven (Name of Corporation/ LLC) to enter into contracts or agreements with the State

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

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

Dated: 6/1/2020

Signature of Elected Officer Name: Kin minahon Tille: President Brand of Directors

Pine Havin Boys Cente

Rev. 03/24/20

ACORD	CERTIFICA	TE OF LIAE	BILITY INSU	JRANCE	Ξ	DATE (MN/DD/YYYY)
	· ·		<u></u>			06/11/2020
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IMPORTANT: If the certificate h If SUBROGATION IS WAIVED, s this certificate does not confer r	older is an ADDITION ubject to the terms ar	AL INSURED, the p od conditions of the	policy, certain po	ilicies may re	AL INSURED provision equire an endorsement	s or be endorsed. t. A statement on
PRODUCER 402-551-8				Agency, Inc	, <u> </u>	
C.M.G. Agency, Inc	1705		NAME. C.IM.G. F PHONE (A/C, No. Ext): 402-5		FAX (A/C, No):	
10843 Old Mill Road			ADDRESS:			-
		l.		URER(S) AFFOR	XNG COVERAGE	NAIC #
Omaha, NE 68154			INSURER A : INSURER B : Churc	h Mutual	Insurance Comp	any
Pine Haven Boys Center, Inc.	•		INSURER C :			1
PO Box 162	-		INSURER D :			
0			INSURER E :		,	
Suncook, NH 03275	CERTIFICATE NUN	BER:	INSURER F :		REVISION NUMBER:	
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The ACORD name and logo are registered marks of ACORD

Pine P.O.	ficate Holder Haven Boys Center, Inc., Box 162 ook, NH 03275	Allenstown, NH	eu •de	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certific does not amend, extend or alter the coverage afforded below.					
Pine River P.O.	red Location Haven Boys Center Inc. Road-Allenstown Box 162 bok, NH 03275		Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154						
Cuve	rages	,							
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Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-06)

GRANT AGREEMENT

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

1. Identification and Defu	nitions.					
1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301				
1.3. Grantee Name The Chase Home	· · · · ·	1.4. Grantee Address 698 Middle Rd, Portsmouth, NH, 03801				
1.5. Grantee Phone # (603) 436-2216	1.6. Account Number 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$72,984			
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number			
1.11. Grantee Signatur		1.12. Name & Title of G Katherine (Meme Executive De) wheeler			
6/11/20 before the un known to me (or satisfa	dersigned officer, person actorily proven) to be the	re, County of Rocking ally appeared the person person whose name is sig t in the capacity indicated	identified in block 1.12., gned in block 1.11., and			
1:13.1. Signature of No (Seal)	tary Public or Justice	The Police Notary Public State of New Hampshire Ay Commission Expires 10/02/202	4			
	f Notary Public or Justic Nhipple, Nota	ry Public				
1.14. State Agency Sig	mature(s)	1.15. Name & Title of Joseph E. Ribs Director, DCYF				
1.16. Approval by Atta	orney General (Form, Su	bstance and Execution)(i	f applicable)			
By: Catherine	e Pinos Assistant	Attorney General, On: (06/15/20			
1.17. Approval by Gov	vernor and Council (if ap	plicable)	•			
By:		On:	11			
2. <u>SCOPE OF WORK</u>		t funds provided by the set of 3	Grantee Initials			

GENERAL PROVISIONS

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Page 2 of 3

Grantee Initials

3. AREA COVERED, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hamoshire. 9.2.

4 EFFECTIVE DATE: COMPLETION OF PROJECT.

- This Agreement, and all obligations of the parties hereunder, shall become 4.1. effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT,
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete 5.4. payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding 5.5. unexpected circumstances, in no event shall the total of all payments authorized, [11.1.1 or actually made, hercunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 6. connection with the performance of the Project, the Grantee shall comply with all 11.2. statules, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b. 7. RECORDS and ACCOUNTS.
- 7.1.
- Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1: Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 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 13. 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, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data fo examination, duplication, publication, translation, sale, disposal, or for any othe purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On' and after the Effective Date all data, and any property which has beer 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 whichever shall first occur.
- 9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything it. this Agreement to the contrary, all obligations of the State hereunder, including. without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

- 11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee 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 Grantee notice of termination; and
- Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of

the governing body of the locality or localities in which the Project is to be r performed, who exercises any functions or responsibilities in the review or

Grantee Initials 🦎

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be th any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the Slate nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees. 15.
 - ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement. 17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- standard form employed in the State of New Hampshire, issued by underwriter acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation o modification of the policy earlier than ten (10) days after written notice thereo has been received by the State.
- WAIVER OF BREACH. No failure by the State to enforce any provisions hereo after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Defaul shall be deemed a waiver of any provisions hereof. No such failure of waive 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 default on the part of the Grantee.
- 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 first above given.
- 20. 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 Council of the State of New Hampshire.
- CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hamoshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
- 22 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.
 - 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.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials

14.



Exhibit A

<u>Scope of Services</u>

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall hire and collaborate with an accreditation consultant in order to developed, implement and train utilizing accreditation goals and initiatives set forth by CARF.
- 1.3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.4. The Contractor shall develop policies across each agency with the division.
- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize Apricot Core software in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
 - 1.7.4. File management
 - 1.7.5. Pre-built reporting

1.8. The Contractor shall monitor outcomes and objectives including but not limited to:

- 1.8.1. Permanency- Parenting relationship and physical location
- 1.8.2. Preparedness Education, Economic, Health and Wellness
- 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:

1.9.1. Systems design

The Chase Home

Exhibit A

RFGA-2020-DCYF-02-ACCRE-06 Rev.09/06/18

Contractor Initials Date 6



Exhibit A

- 1.9.2. Workflow design
- 1.9.3. Reporting
- 1.9.4. Data quality
- 1.9.5. Database administration
- 1.10. The Contractor shall utilize the Mandt System trauma informed treatment model, which includes but is not limited to:
 - 1.10.1. Traumatic Stress Institute
- 1.11. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.12. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.13. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.14. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.15. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.

The Chase Home

RFGA-2020-DCYF-02-ACCRE-06 Rev.09/06/18 Exhibit A

Contractor Initials Date ()

Page 2 of 2



Exhibit B

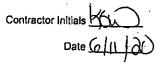
Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% General funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- 3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:

5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.

- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Exhibit B Page 1 of 1



RFGA-2020-DCYF-02-ACCRE-06

Rev. 01/08/19



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

- 1. Revisions to Grant Agreement, General Provisions
 - 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
 - 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

Page 1 of 1

Date (0)

Business Information

Business Details

S.No NAICS Code	NAICS Subcode
Principal Purpose	
Notification Email: NONE	Fiscal Year End NONE Date:
Business Email: NONE	Phone #: NONE
Duration: Perpetual	
	Next Report 2020 Year:
	Last Nonprofit Report Year:
Citizenship / State of Incorporation:	
Principal Office 698 MIDDLE RD., Address: PORTSMOUTH, NH, 03801, USA	Mailing Address: NONE
Date of Formation in Jurisdiction:	
Business Creation 07/07/1881 Date:	Name in State of Incorporation:
Domestic Nonprofit Business Type: Corporation	Business Status: Good Standing
CHASE HOME FOR CHILDREN Business Name: IN PORTSMOUTH, N.H.	Business ID: 67618

No records to view.

Principals Information

No Principal(s) listed for this business.

CERTIFICATE OF AUTHORITY

hereby certify that: (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory) 1. I am a duly elected Clerk/Secretary/Officer of Ine (Corporation/LLC Name) 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 9th, 2020, at which a quorum of the Directors/shareholders were present and voting. (Date) mome Wheeler INC VOTED: That (may list more than one person). Name and Title of Contract Signatory) is duly authorized on behalf of The Chase Horre to enter into contracts or agreements with the State (Name of Corporation/ LLC) of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 06 / 11 / 2020

Signature of Elected Officer Name: Robert Lever Title: Resi õf Ne ctars

Rev. 03/24/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IN	PORTANT: If the certificate holder is a	an Al	DITIO	ONAL INSURED, the polic	y(ies) r	nust have AD	DITIONAL IN	SURED provisions or be	endor	led.
- If	SUBROGATION IS WAIVED, subject to	the t	terms	and conditions of the pol	licy, ce	rtain policies	may require	an endorsement. A state	oment (on
th	this certificate does not confer rights to the certificate holder in lieu of such									
PRO	DUCER				CONTAI NAME:	Chao han		FAX	(0.00) -	40.5000
	e Insurance				PHONE). Ext): (0000/ 11	33-5800	(Â/Ĉ, No):	(803) /	40-5000
242	State Street				ADDRE	ss: Chad@Ka	ineins.com			
								DING COVERAGE		NAIC #
	smouth			NH 03801	INSURE	RA: Philadelp	hia Ins Co	<u> </u>		
INSU					INSURE	RB:				
	Chase Home for Children				INSURE	RC:		•		
	698 Middle Rd				INSURE	RD:				
				NH 03801	INSURE			,		
	Portsmouth	,			INSURE	RF:				
								REVISION NUMBER:		
I TH	HIS IS TO CERTIFY THAT THE POLICIES OF I DICATED, NOTWITHSTANDING ANY REQUI	NSUR	INT. TE	ERM OR CONDITION OF ANY (CONTR	ACT OR OTHER	RED NAMED A	MTH RESPECT TO WHICH T	HIS	
CI	ERTIFICATE MAY BE ISSUED OR MAY PERTA	AIN, TI	HE INS	SURANCE AFFORDED BY THE	POLIC	IES DESCRIBEI	D HEREIN IS S	UBJECT TO ALL THE TERMS,		
	CLUSIONS AND CONDITIONS OF SUCH PO		S. LIM	ITS SHOWN MAY HAVE BEEN	REDUC	ED BY PAID CU POLICY EFF	AIMS.			
INSR LTR			WVD	POLICY NUMBER		(MM/DD/TTTY)	(MM/DO/YYYY)	- LIMITS		
•								EACH OCCURRENCE DAMAGE TO RENTED	s 1,00	
								PREMISES (Ea occurrence)	\$ 1,00	
							101000000	MED EXP (Any one person)	s 10,0	
A	<u></u>			PHPK2069706		12/03/2019	12/03/2020	PERSONAL & ADV INJURY	\$ 1,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,00	
								PRODUCTS - COMP/OP AGG	\$ 3,00	
	OTHER:							Employee Benefits COMBINED SINGLE LIMIT	\$ 1,00	
	AUTOMOBILE LIABILITY						40/00/0000	(Ea accident)	\$ 1,000,000	
						1000000		BODILY INJURY (Per person)	S C	
Α	AUTOS ONLY AUTOS			PHPK2069708		12/03/2019	12/03/2020	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	•
								Medical Expense	\$ 5,00	
_				DU U 0700007		10/00/0040	40/00/00000	EACH OCCURRENCE	\$ 3,00	0,000
A	EXCESS LIAB CLAIMS-MADE			PHUB702967		12/03/2019	12/03/2020	AGGREGATE	\$	
	DED RETENTION \$ 10,000	 							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		4				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE		
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
				•						
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	<u> </u>	1	At Additional Remarks Schedule	meu he e	Hachad if more ar	ace is mouled)	··· .		
DESU	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	53 (AC	.0.00 1	VI, AUGRIGHE RESERVE SCHOOLE,						
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CEF		_		<u> </u>	CANC	ELLATION				
							-	SCRIBED POLICIES BE CAN		BEFORE
								PROVISIONS.		
	DHHS, State of NH									
	129 Pleasant St				AUTHO	RIZED REPRESE/				
	Concert			NH 03301			J A	wiella Quara		
Concord NH 03301						KUG	Menta mana			

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Workers Compensation Insurance Quotation

Service American Indemnity PO Box 26850 Austin, TX 78755 administered by Brady Risk New England



Service American Indemnity Company

Quote

Managing General Underwriter: Brady Risk New England 100 Commercial Street, Suite 108 Portland, ME 04101

Insured Copy Quote Date: 5/12/2020 Quote Number: BR-00655

Insured: Chase Home for Children 698 Middle Road Portsmouth, NH 03801

Agency: Kane Insurance LLC 242 State Street Portsmouth, NH 03801

EL Limits: Effective Dates: \$500,000/\$500,000/\$500,000 05/15/2020 - 05/15/2021

Estimated Premium:	\$20,578
Expense Constant:	· \$200
Terrorism Risk Insurance Act Premium:	\$52
Catastrophe Charge:	\$104
WC Administration Fund Assessment:	\$0
Total Estimated Premium:	\$20,934

Classifications Quoted

State	Class Code		Payroll		
NH	8810		33,300		
NH	8842		1,010,000		
Payment Plans	Down Payment	#	Installment		
Annual	\$20,934	0	\$0		
Semi Annual	\$10,645	1	\$10,289		
Quarterly	\$5,499	3	\$5,145		
Monthly	\$2,080	11	\$1,714		
10 Pay	\$3,447	9	\$1,943		

Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-11)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Defi	nitions.	<u> </u>	<u> </u>			
1.1. State Agency Name Department of Health		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301				
1.3. Grantee Name Orion House, Inc.		1.4. Grantce Address 139 Elm Street Newport, NH, 03773				
1.5. Grantee Phone # (603) 863-4918	1.6. Account Number 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$56,139			
1.9. Grant Officer for S Nathan D. White	itate Agency	1.10. State Agency Tele (603) 271-9631	phone Number			
1.11. Grantee Signatur		1.12. Name & Title of G Danielle 1 and Director	rantee Signor			
 1.13. Acknowledgment: State of New Hampshire, County of , on / / , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person which failed is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12. 1.13.1. Signature of Notary Public or Justice of the Peace () 						
(Seal) 1.13.2. Name & Title of Notary Public or Justice of the Pcalor HAMMIN J. D. Walle & Burnhan Notary Public						
1.14. State Agency Sig	gnature(s)	1.15. Name & Title of State Agency Signor(s) Joseph E. Ribsam, Jr.				
		Director, DCYF				
1.16. Approval by Att. By: Catherine		bstance and Execution)(l				
1.17. Approval by Governor and Council (if applicable)						
By:		On:	11			
2. SCOPE OF WORK	: In exchange for grant	funds provided by the	state of New Hampshire,			
	Pag	e 1 of 3	Grantee Initials			

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantce Initials

- AREA COVERED. Except as otherwise specifically provided for herein, the 3. Grantee shall perform the Project in, and with respect to, the State of New Hampshire. 4 9.2.
- EFFECTIVE DATE: COMPLETION OF PROJECT. This Agreement, and all obligations of the parties hereunder, shall become 4.1. effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. 4.2 required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date") 5.
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT. The Grant Amount is identified and more particularly described in EXHIBIT B, 5.1. 52
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount,
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. connection with the performance of the Project, the Grantce shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b. 7 RECORDS and ACCOUNTS.
- 7.1
- Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the 11.2.3 State shall demand, the Grantce shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions. 8.
- PERSONNEL.
- 3.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws. :2.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final. DATA: RETENTION OF DATA: ACCESS. 12.4.
- 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 13. 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, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other

- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date 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, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination. EVENT OF DEFAULT: REMEDIES.

- 11.1.
 - Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hercunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
 - Failure to submit any report required hercunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or 11.1.4
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Give the Orantee 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 Grantce notice of termination; and

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

- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in
- TERMINATION.

9.5.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Orant amount earned to and including the

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantce from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantce Initials Date

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 14. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written 15. consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses 16. 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement. 22.
- INSURANCE AND BOND. 17.
- The Grantce shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignce performing Project work to 17.1 obtain and maintain in force, both for the benefit of the State, the following
- Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and 17.1.1
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence 17.1.2 and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertuking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee. 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
 - 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 20. such amendment, waiver or discharge by the Governor and Council of the State of
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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.

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. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

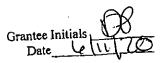




Exhibit A

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall hire and collaborate with an accreditation consultant in order to developed, implement and train utilizing accreditation goals and initiatives set forth by CARF.
- 1.3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.
- 1.4. The Contractor shall develop policies across each agency with the division.
- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
 - 1.7.4. File management
 - 1.7.5. Pre-built reporting
- 1.8. The Contractor shall monitor outcomes and objectives including but not limited to:
 - 1.8.1. Permanency- Parenting relationship and physical location
 - 1.8.2. Preparedness Education, Economic, Health and Wellness
 - 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.9.1. Systems design

Orion House, Inc.

Exhibit A

RFGA-2020-DCYF-02-ACCRE-11 Rev.09/06/18

Page 1 of 2

Contractor Initials

Date U

Exhibit A

- 1.9.2. Workflow design
- 1.9.3. Reporting
- 1.9.4. Data quality
- 1.9.5. Database administration
- 1.10. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:
 - 1.10.1. Traumatic Stress Institute
- 1.11. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.12. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.13. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1.14. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.15. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.16. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A. Scope of Services.

Orion House, Inc.

RFGA-2020-DCYF-02-ACCRE-11 Rev.09/06/18 Exhibit A



Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% general funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinguency Prevention FAIN 2016-JP-FX-0062
- The Contractor must provide the services in Exhibit A, Scope of Services, in 3 compliance with funding requirements.
- The Contractor agrees that funding under this Agreement may be withheld, in whole 4. or in part in the event of non-compliance with the terms and conditions of Exhibit A,
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$56,139 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as
- 7. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and

The Orion House, Inc.

Exhibit B Page 1 of 1



RFGA-2020-DCYF-02-ACCRE-11 Rev. 01/08/19



Date

New Hampshire Department of Health and Human Services

REVISIONS TO STANDARD GRANT AGREEMENT

1. Revisions to Grant Agreement, General Provisions

- 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
- 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials

State of New Hampshire Department of State

CERTIFICATE

 William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ORION HOUSE, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 10, 1978. 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: 66567 Certificate Number: 0004925922



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. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I, Heidi J. Patten hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected President of the Board of Directors of Orion House, Incorporated. (Corporation/LLC Name)

2. The following is a true copy of a vote taken via email of the Board of Directors/shareholders, duly sent on 12th day of June, 2020, at which a quorum of the Directors/shareholders were polled and voted. (Date)

VOTED: That Danielle I. Paranto, Executive Director (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of Orion House, Inc. to enter into contracts or agreements with the State (Name of Corporation/ LLC)

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

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

Dated:

Signature of Elected Officer Name: Heidir J. Patten Title: Board President



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).									
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CON		TIFIC	ATE	NUMBER: CL206524386				REVISION NUMBER:	·	
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۲ [°]	OFFICER/MEMBER EXCLUDED?	'l'''^			04/10/202	5	04/10/2021		00,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,00	000,000	
					-					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
New Hampshire Workers', Compensation = No Executive Officers or Members are excluded.										
CERTIFICATE HOLDER						CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
1	129 Pleasant Street									
!					AUTHO	RIZED REPRESE		2		
	Concord			NH 03301	!	13	leh ~	Catheau		

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Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-04)

GRANT AGREEMENT

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1.1. State Agency Nam Department of Health		J.2. State Agency Address ,129 Pleasant Street Concord, NH 03301 1.4. Grantee Address 72 Spaulding Road, Northifield, NH, 03276			
1.3. Grantee Name Spaulding Youth (Center				
1.5. Grantec Phone # 1.6. Account Number (603) 286-8901 05-95-042-421010- 29570000 and 05-95- 042-421410-7906000		1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$72,984		
1.9. Grant Officer for S Nathan D. White	itate Agency	1.10. State Agency Tele (603) 271-9631	phone Number		
1.11. Grantee Signatu	é .	1.12. Name & Title of G SLEAN C. RAN			
known to me (or satisfn acknowledged that _be 1.13.1. Signature of No		person whose name is sig in the capacity indicated	ned in block 1.11, and		
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acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Orantee Initial

Page 2 of 3

- 3. AREA COVERED, Except as otherwise specifically provided for herein, the Grantoo shall perform the Project in, and with respect to, the State of New Hampehire. 9.2.

EFFECTIVE DATE COMPLETION OF PROJECT. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hempshire if applicable, or signature by the agency 9.3. whichever is later (hereinafter referred to as "the effective date").

- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in
- block 1.6 (hereinafter referred to as "the Completion Data"). GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT. The Grant Amount is identified and more particularly described in EXHIBIT B, 5.1
- attached hereio. 5.2
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.3. In accordance with the provisions sot forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as Hmited by subpangraph 5.5 of these general provisions, the State shall pay the Orantee the Grant Amount. The State shall withhold from the amount other payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuent to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Ormst amount shall be the only, and the complete payment to the Orantee for all expenses, of whatever nature, incurred, by the Granize in the performance, hereof, and shall be the only, and the complete, compensation to the Orantee for the Project. The State shall have no liabilities to 11. the Grantee other than the Grant Amount. 41.4.
- \$.5 Notwithstanding anything in this Agreement to the contrary; and notwithstanding unexpected circumstances, in no event shall the total of all payments sufficienced, 11:1.1 or setually made, hereinder exceed the Grant limitation set forth in block 1.8 of '11.1.2 1111.3 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. in 11.3.4 6. connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantse, 11.2.1 including the sequisition of any and all necessary permits and RSA 31:95-b. RECORDS and ACCOUNTS. 1
- Between the Effective Date and the date seven (7) years after the Completion 7.1. Date the Granice shall keep detailed accounts of all expenses incorred in connection with the Project, including, but not limited to, costs of administration, 311,2,2 transportation, insurance, telephone calls, and clerical materials and services Such accounts shall be supported by receipts, involves, bills and other similar
- documents. 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantce's normal business hours, and as often as the 11.2.3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreerocot. The Grantee shall permit the 11.2.4 State to audit, examine, and reproduce tuch records, and to make audits of all contracts, invoices, materials, psyrolis, records of personnel, data (as that term is 12. hereinafter defined), and other information relating to all matters covered by this 12.1. Agreement. As used in this paragraph, "Grantee", includes all persons, natural or fictions, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 8.1. The Grantos shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel angaged in the Project shell 12.2. be qualified to perform such Project, and shall be preperly liceased and authorized to perform such Project under all applicable laws.
- The Grantee shall not blire, and it shall not permit any subcontractor, subgrantee, 8.2. or other person, finn or corporation with whom it is engaged in a combined effort -12.3. to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State horeunder. In the event of any dispute hereonder, the interpretation of this Agreement by the Grass Officer, and higher decision on any dispute, shall be final. 12.4.

DATA: RETENTION OF DATA: ACCUSS As used in this Agrocenent, the word "data" shall mean all information and things 9.1. developed or obtained during the performance of, or acquired or developed by 13. reased of, this Agreement, factuding, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, malyses, graphic representations,

computer programs, computer printouts, notes; lettices; memoranda, paper, and documents, all whicher finished or unfinished.

- Between the Effective Date and the Completion Date the Granice shall grant to the State, or any person designated by it, unrestricted access to all data for examination, ouplication, publication, translation, sale, disposal, or for my other purpose whatsoever.
- No data shall be subject to copyright to the United States or any other country by anyone other than the State
- On and after the Effective Date all data, and any property which has been received from the Sizie or purchased with funds provided for thirt purpose under this Agreement, thall be the property of the State, and shall be retarned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have purestricted subority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments berounder, are contingent upon the availability or continued appropriation of funds, and in no even shall the State be liable for any payments hereonder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee potice of such termination.

EVENT OF DEFAULT: REMEDIES.

9.1.

- Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to maintain, or pennit access to, the records required hereunder; or
- Feilure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or, more, or all, of the following accons:
- Give the Grantee a written notice specifying the Event of Default and requiring a to be remedied within, in the absence of a greater or leaser specification of time, thirty (50) 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 Grantee notice of termination; and .
- Give the Grantee a written notice specifying the Event of Default and Expeciding all psyments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Graatee any damages the State suffers by reason of any Event of Default; and
- Treat the agreences as breached and pursue any of its remedies at law or in equity; or both.
- TERMINATION.
 - In the event of any early termination of this Agrocitient for any remote other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereithafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount carned to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the Surte as a result of the Gramee's breach of its obligations hermoder.
 - Notwithstanding snything in this Agreement to the coastery, either the State or, except where notice default has been given to the Orantee hereunder, the Grantee, may terminete this Agreement without cause upon thirty (30) days written socioe-CONFLICT OF INTEREST. No officer, member of employee of the Grantee,
 - and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Page 3 of 3



any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor thall be or she have any personal or periodisty interest, direct or indirect, in this Agreement or the proceeds thereof.

GRANIEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Granice, its employees, and any subcontractor or subgrantee of 18. the Granice are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employers, agenta, members, subcontractors or subgrantors, shall have subbority to bind the State aar are they entitled to any of the benefits, workmen's pensation or employees.

ARBICHMENT AND SUBCONTRACTS. The Granter shall not assign or 19. 15. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other shan as set furth in Exhibit A without the prior 20. written constant of the State.

INDEMNIFICATION. The Orantee shall defend, indemnify and bold harmless 16. the State, its officers and employees, from and sgainst any and all losses suffered by the Sain, its officers and employees, and any and all claims, Habilities or penaltics asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of; based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantes or Subcontractor; or subgrantee or other agent of the Granten. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Sinte, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

INSURANCE AND BOND. 47. The Granico shall, at its own expense, obtain and maintain in force, or shall 23. - 17.1 require any subcontractor, subgrance or attigned performing Project work to obtain and maintain in force, both for the benefit of the Stain, the following loinumine a'

17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and

17.1:2 Comprehensive public Hability insurance against all claims of budily injuries, coath or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

approval of the undertaking or earrying out of such Project, thal) participate in 17.2. The policies described in suppragraph 18.1 of this paragraph shall be the any declator relating to this Agreement which affects his of her personal interest standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Rampstire. Each policy shall contain a choice prohibiting cancellation or modification of the policy cartier than ion (10) days after written notice thereof has been received by the State.

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

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 st above given

AMENDMENT. This Agreement may be amended, walved or discharged only by an instrument in writing signed by the parties hereto and only after approval of such emerciment, waiver or discharge by the Governor and Council of the State of New Hampshire.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampahire, and is binding upon and inures to the beacht of the parties and their respective successors and assignees. The captions and contents of the "ambject" blank are used only as a matter of convenience, and are not to be considered a part of this

Agreement or to be used in determining the intend of the parties hereto. THIRD PARTIES. The parties learce do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constituies the entire agreement and understanding between the parties, and superseden all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C bereto are incorporated as part of this agreement.

Granteo Initials Date

Page 4 of 3



Exhibit A

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2. The Contractor shall hire and collaborate with an accreditation consultant in order to developed, implement and train utilizing accreditation goals and initiatives set forth by CARF.
- 1:3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma Informed care model.
- 1.4. The Contractor shall develop policies across each agency with the division.
- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on: agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
- 1.7:4. File management
 - 1.7.5. Pre-built reporting
- 1.8. The Contractor shall monitor outcomes and objectives including but not limited to:
 - 1.8.1. Permanency- Parenting relationship and physical location
 - 1.8.2. Preparedness Education, Economic, Health and Wellness
 - 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.9.1. Systems design

Spaulding Youth Center-

Exhibit A

Contractor Initials Date 611-20

RFGA-2020-DCYF-02-ACCRE-04 Rev.09/06/18 Pege 1 of 2



Exhibit A

- 1.9.2. Workflow design
- 1.9.3. Reporting
- 1.9.4. Data quality
- 1.9.5. Database administration
- 1.10. The Contractor shall utilize trauma informed treatment models, which includes but is not limited to:

1.10.1. Traumatic Stress Institute

- 1.11. The Contractor shall continue to create or maintain standard operating procedures in accordance with CARF standards and state rules and regulations.
- 1.12. The Contractor shall ensure quality improvement efforts are created and/or maintained and shall adhere to strict data collection and analysis standards set forth by CARF.
- 1.13. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.
- 1.14. The Contractor shall submit an expense report in a form satisfactory to the State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- 1.15. The Contractor shall not be required to submit reports once all expenses have been exhausted and accounted for, as indicated in Section 1.14.
- 1.16. The Department reserves the right to at any time request documentation to support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

Spaulding Youth Center

RFGA-2020-DCYF-02-ACCRE-04 Rev.09/05/18 Exhibit A Page 2 of 2

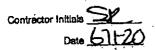




Exhibit B

Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% general funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- 3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Spaulding Youth Center RFGA-2020-DCYF-02-ACCRE-04 Exhibit B Page 1 of 1

Contractor Initials Date 6-1

Rev: 01/08/19



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

1. Revisions to Grant Agreement, General Provisions

- 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
- 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

:1

Date 6120 Page 1 of 1 CU/DHHS/050418

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING YOUTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 03, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65524 Certificate Number : 0004455376



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 21st day of March A.D. 2019.

1100

William M. Gardner Secretary of State CERTIFICATE OF AUTHORITY

Mu chael Ventura, Board Chairhereby certify that: (Name of the elected Officer of the Corporation/I.LC; cannot be contract signatory) Youth Center 1. I am a duly elected Clerk/Secretary/Officer of Spoulding 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 22_, 2017, at which a quorum of the Directors/shareholders were present and voling. (Date) SUSAN C. KYAN, CEO (Name and Title of Contract Signatory) - (may list more than one person) VOTED: That is duly authorized on behalf of Soul any Yuth Cate to enter into contracts or agreements with the State (Name of Corporation/LLC) of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote. 3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently, occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire. all such limitations are expressly stated herein. Signature of Elected Office Name: Michael Ventura file: Board Ona

Rev. 03/24/20

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N N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

•	
	CANCELLATION
NH DHHS 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.

ANYPROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If ves, describe under DESCRIPTION OF OPERATIONS below

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

	DATE (MM/DD/YYYY) 4/16/2020
D CONFERS NO RIGHTS UPON THE CERTIFIC	ATE HOLDER. THIS

\$ 500,000

\$ 500,000

\$ 500,000

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

Accreditation Support for DCYF Certified Residential Treatment Providers (RFGA-2020-DCYF-02-ACCRE-05)

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GRANT AGREEMENT

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

GENERAL P	ROVISIONS						
1.1. State Agency Name Department of Health and Human Services	1.2. State Agency Address 129 Picasani Street Concord, NII 03301						
1.3. Grantee Name Webster House	1.4. Grantee Address 135.WEBSTER ST MANCHESTER, NH, 03104						
1.5. Grantee Phone # 1.6. Account Number 1.5. Grantee Phone # 05-95-042-421010- (603) 622-8013 29570000 and 05-95- 042-421410-7906000 100-100-100-100-100-100-100-100-100-100	1.7. Completion Date October 31, 2021	1.8. Grant Limitation \$72,984					
1.9. Grant Officer for State Agency Nathan D. White	1.10. State Agency Telephone Number (603) 271-9631						
1.11. Grantee Signature	1.12. Nome & Title of Grantee Signor President Grand Directors						
1.13. Acknowledgment: State of New Hampshire, County of , on / / , before the undersigned officer, personally appeared the person identified in block 1.12 known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that be executed this document in the capacity indicated in block 1.12.							
1.13.1. Signature of Notary Public or taite of (Seal)	Joucher	<u>)</u>					
1.13.2 Name & Title of Notary Public or Junite Helewe Bouche Adm Assistant	R My Com	E J. BOUCHER, Notary Public Satis of New Hampshire mission Explore August 24, 2011					
1.14. State Agency Signature(s)	1.15. Name & Title of State Agency Signor(s) Joseph E. Ribsam, Jr. Director, DCYF ubstance and Execution)(if applicable)						
1.16. Approvpt by Myrney General (Form, Sut							
- By: Catherine Pinos Assistant							
1.17. Approval by Governor and Council (if app	plicable)						
Ву:		· /					
2. <u>SCOPE OF WORK</u> : In exchange for grant Page		ate of New Hampshire, Grance Initials FFF Date 6/11/20					

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Page 2 of 3

Grantee Initials <u><u>EST</u> Date <u><u>GIII</u>20</u></u> 3. AREA COVERED, Except as otherwise specifically provided for herein, the shall perform the Project in, and with respect to, the State of New 9.2.

- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council effective on use one of sprova of une aprication of in Soleting by the second 9.3, whichever is later (bereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT: YOUCHERS: PAYMENT. 5,1,
- The Grant Amount is identified and more particularly described in EXHIBIT B, stached hereto 9.5. 5.2
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.3. in accordance with the provisions set forth in EXHIBIT B, and in consid
- the satisfactory perform ance of the Project, as determined by the State e, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the attount otherwise payable to the Grantce under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the compl 5.4. payment to the Grantee for all expenses, of whatever nature, incurred by the Grantoe in the performance hereof, and shall be the only, and the compl renantion to the Orantee for the Project. The State shall have no liabilities to 11 the Grantee other than the Grant Amount. 11.1.
- Notwithstanding anything in this Agreement to the contrary, and notwithstandi 5.5. unexpected circumstances, in no exent shall the total of all payments a H.I.1 ally made, bereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. б. 11.1.4 connection with the performance of the Project, the Granter shall comply with all 11.2, statutes, laws regulations, and orders of federal state, county, or municipal authorities, which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b. RECORDS and ACCOUNTS.
- 7.1. Betwoon the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, ransportation, insurance, telephone calls, and elerical materials and services, Such accounts shall be supported by receipts, invoices, bills and other similar documents
- Between the Effective Date and the date seven (?) years after the Completion 7.2. Date, at any time during the Grantee's normal business hours, and as often as the 11,2,3 State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such roooids, and to make audits of all contracts, invoices, materials, psyrolls, records of personnel, data (as that seen is 12, bereinafter defined), and other information relating to all matters covered by this 12.1. Agreement, As used in this paragraph, "Grauce" includes all persons, natural or formation of bland with a semantical terms of the second Agreement, As used as one paragraph, virgues incluses as persons, massas or factional, afflitzed with, controlled by, or under common overship with, the entity identified as the Granice in block 1.3 of these general provisions.
- PERSONNEL. The Grantes shall, at its own expense, provide all personnel ne 8,1, the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws,
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgra or other person, firm or corporation with whom it is engaged in a combined effort 12.3, to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed,
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final. 12.4
- DATA: RETENTION OF DATA: ACCESS. As used in this Agreement, the word "data" shell mean all information and things 9.1. developed or obtained during the performance of, or acquired or developed by 13, reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charis, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, inemoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other

no data shall be subject to copyright in the United States or any other country by myone other than the State.

On and after the Efflective Date 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, whichever shall first occur. The State, and anyone is shall designate, shall have unrestricted authority to

publish, disclose, distribute and otherwise use, in who or in part, all data, CONDITIONAL NATURE OR AGREYMENT. Notwithstanding enything in this Agreement to the contrary, all obligations of the State hercunder, including, which disclose the non-state of the State hercunder, including, without limitation, the continuance of payments hereunder, are contineent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall takes in the recent of a remetion or termination of house 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 et notice of such termination EVENT OF DEFAULT: REMEDIES

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereinder (hereinabler referred to as "Events of Default"): Failure to perform the Project satisfactorily or on schedule; or Failure to submit any report required hereunder; or

- Failure to maintain, or permit access to, the records required hereunder; or 11.1.3
 - Failure to perform any of the other coven as and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or
 - more, or all, of the following actions: Give the Grantee a written notice specifying the Event of Default and requiring it. to be remedied within, in the absence of a greater or leaser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remodied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and susp ding all payments to be made under this Agreement and ordering that the portion of the Orant Amount which would otherwise secree to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Ocfault shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

Treat the agreement as breached and pursue any of its remedies at low or in equity, or both, TERMINATION,

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (herein referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount carned, 'to and including the date of

in the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount carned to and including the late of termination

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approvel of such a Termination Report by the State shall in no provide the grant of sector of the state as a result of the Grantee's breach of its obligations crounder.

Notwithstanding anything in this Agreement to the contrary, either the Stare or, rescript where notice default has been given to the Grantoe hereunder, the Grantoe, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Orantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises my functions or responsibilities in the review or

Grantee Initials EST

Date 6 [11/ 20

Page 3 of 3

approval to the interest using to carrying to be the state of the personal interest any docision relating to this Agroement which affects his or her personal interest or the interest of any corporation, personalize or association in which he or she is directly or indirectly interested, nor shall be or she have any personal or pecuasizy interest, direct or indirect, in this Agroement or the proceeds thereof. GRANTEE'S RELATION TO THE STATE In the performance of this

14. Agreement the Grantee is employee, and any abboutrator or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents the Grantce are in all respects independent contracters, and are orthor agents nor employees of the State. Neither the Chartee nor any of its offleers, employees, agents, members, subcontractors or subgrantees, shell have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emohaments provided by the State to its employees. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any internst in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or unknowned by the Grantee other these are the first in Schihl at written response.

15. 1 subgranted by the Grantee other than as set forth in Exhibit A without the prior 20 written consent of the State.

INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. the State, its officers and employees, from and egainst any and all losses auffered by the State, its officers and employees, and any end all chains, liabilities or penaltics asserted against the State, its officers and employees, by or 21. usonines or penantics asserted against the State, its officers and employees, by or on behalf of enry penant, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the management of the Grantee of the Grantee of the Grantee of the sovereign immunity of the State, which immunity is hereby reserved to the 22 State. This covenant shall survive the termination of this agreement.

INSURANCE AND BOND. 17.

The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. . The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. . obtain and maintain in force, both for the benefit of the State, the following 17.1 STREET, STREET,

17.1.1

insurance: Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, dente or property damage, in amounts not less than \$1,000,000 per occurrence -17.1.2 and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a close prohibiting cancellation or nodification of the policy earlier than ten (10) days after written noice thereof has been received by the State.

WAIVER OF BREACH. No fulture 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be downed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed so the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument is writing eigned by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is constructs in accordance with the law the base of the parties and their respective successors and assignces. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

Agreement or to be used in determining an inclusion of the parties better <u>THIRD PARTIES</u>. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construct to confer any such benefit, <u>ENTIRE AGREEMENT</u>. 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. <u>SPECIAL PROVISIONS</u>. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials EST Date 6/11/20



Accreditation Support for DCYF Certified Residential Treatment Providers
Exhibit A

Scope of Services

1. Scope of Services

New Hampshire Department of Health and Human Services

1.1. The Contractor shall utilize grant funding to obtain or maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF).

1.2. The Contractor shall hire and collaborate with an accreditation consultant in order to developed, implement and train utilizing accreditation goals and initiatives set forth by CARF.

1.3. The Contractor shall ensure staff training funded by this grant is in accordance with requirements of accreditation and/or federal Family First Prevention Services Act including but not limited to training pertaining to implementation of a trauma informed care model.

1.4. The Contractor shall develop policies across each agency with the division.

- 1.5. The Contractor shall conduct analysis of the impact obtaining accreditation has on agency operations and assess financial considerations regarding implementation.
- 1.6. The Contractor shall consult with other already accredited agencies to assess the required technology and technical assistance needed to effectively meet CARF standards throughout the process.
- 1.7. The Contractor shall utilize software systems in order to effectively implement required agency changes, streamline workflow and measure outcomes across all programs, including but not limited to:
 - 1.7.1. Unduplicated client profiles
 - 1.7.2. Program enrollment
 - 1.7.3. Service delivery
 - 1.7.4. File management
 - 1.7.5. Pre-built reporting

1.8. The Contractor shall monitor outcomes and objectives including but not limited to:

- 1.8.1. Permanency- Parenting relationship and physical location
- 1.8.2. Preparedness Education; Economic, Health and Wellness
- 1.8.3. Community Social skills, connection to community, safe and stable living in the community for older kids in care
- 1.9. The Contractor shall hire a certified consultative agency to assist with customization of software to meet specific needs of the agency including but not limited to:
 - 1.9.1. Systems design

Webster House	Exhibit A	Contractor Initi
RFGA-2020-DCYF-02-ACCRE-05	Page 1 of 2	. De
Rev.09/06/18		



- 1.9.2. Workflow design
- 1.9.3. Reporting
- 1.9.4. Data quality
- 1.9.5. Database administration

The Contractor shall utilize trauma informed treatment models, which 1.10. includes but is not limited to:

Exhibit A

1.10.1. Traumatic Stress Institute

The Contractor shall continue to create or maintain standard operating 1.11. procedures in accordance with CARF standards and state rules and regulations.

The Contractor shall ensure quality improvement efforts are created and/or 1.12. maintained and shall adhere to strict data collection and analysis standards set forth by CARF.

1.13. The Contractor shall attempt to maintain donor relationships in order to provide financial and program needs to maintain continuous accreditation requirements.

- The Contractor shall submit an expense report in a form satisfactory to the 1.14. State by the fifteenth (15th) working day of the month following each quarter, which identifies authorized expenses incurred in the prior month.
- The Contractor shall not be required to submit reports once all expenses 1.15. have been exhausted and accounted for, as indicated in Section 1.14.

The Department reserves the right to at any time request documentation to 1.16. support any expenses submitted and indicated in Section 1.14 and in accordance to this Exhibit A, Scope of Services.

Webster House

Exhibit A

Contractor Initials

RFGA-2020-DCYF-02-ACCRE-05 Rev.09/06/18

Page 2 of 2



Exhibit B

Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 2. This Agreement is funded with
 - 2.1. 50% general funds
 - 2.2. 50% Federal funds, CFDA 16.540 Juvenile Justice and Delinquency Prevention FAIN 2016-JP-FX-0062
- The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
- 5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be made as one lump sum of \$72,984 paid by the State upon Governor and Executive council approval of this contract.
- 6. The Contractor shall keep detailed records of their activities related to Departmentfunded programs and services and have records available for Department review, as requested.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Webster House

RFGA-2020-DCYF-02-ACCRE-05

Page 1 of 1

Contractor I

Rev. 01/08/19



New Hampshire Department of Health and Human Services Exhibit C

REVISIONS TO STANDARD GRANT AGREEMENT

1. Revisions to Grant Agreement, General Provisions

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

Exhibit C-1 - Revision CUIDHH3/050418

Exceptions to Sta d Contract Language Contrac

Page 1 of 1

Dato 6/11/2020

Business Information

Business Details

Business Name: WEBSTER HOUSE Business Type: Domestic Nonprofit Corporation

Business Creation Date: 02/25/1897

Date of Formation in 02/25/1897 Jurisdiction:

> Principal Office 135 WEBSTER ST, Address: MANCHESTER, NH, 03104, USA

Citizenship / State of Incorporation: Domestic/New Hampshire

> Duration: Perpetual Business Email: NONE

Notification Email: NONE

Business ID: 68720

Business Status: Good Standing

Name in State of Incorporation:

Mailing Address: NONE

Last Nonprofit Report Year:

Next Report 2020 Year:

Phone #: NONE

Fiscal Year End Date:

Principal Purpose

S.No NAICS Code

NAICS Subcode

No records to view.

Principals Information

No Principal(s) listed for this business.

https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=33418 6/15/2020

CERTIFICATE OF AUTHORITY

Edw.	med. Ithier		, hereby certify that:
(Name	of the elected Officer of the Corpo	pration/LLC; cannot l	be contract signatory)
1. Lam a duly e	lected Clerk/Secretary/Officer of	Webster	House
		(Corporation/LLC Na	ame)
2. The following held on	is a true copy of a vote taken at 1120, 2020, at which (Date)	a meeting of the Boa a quorum of the Dire	ard of Directors/shareholders, duly called and cctors/shareholders were present and voting.
VOTED: That	Name and Title of Contract Sign		(may list more than one person)

is duly authorized on behalf of Webder to enter into contracts or agreements with the State (Name of Corporation/LLC)

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

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

Dated: 6/11/20

Signature of Elected Officer Name: Edward S. Ithicn. Title: President BOD.

Rev. 03/24/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2020				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the				
certificate holder in lieu of such endorsement(s).	CONTACT DODDE B			
PRODUCER	PHONE (502) 224, 2552 FAX (19) 10			
THE ROWLEY AGENCY INC.	(A/C, No, Ext); (005)/220-2502 (A/C, No); (005)/20-001			
45 Constitution Avenue	ADDRESS: DICKIOLGEICHIGJUGUNCJ: COM			
P.O. Box 511	INSURER(S) AFFORDING COVERAGE			NAIC #
Concord NH 03302-0511	INSURERA: Philadelphia Indemnity Ins Co			313251
Webster House	INSURER C:			313231
135 Webster St.	INSURER D :			
· · ·				· .
Manchester NH 03104	INSURER F			
COVERAGES CERTIFICATE NUMBER:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSR ADDL SUBR LTR TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY	, ,		EACH OCCURRENCE S	1,000,000
A CLAIMS-MADE X OCCUR			PREMISES (Ea occurrence)	100,000
PHPR2010482	7/10/2019	7/10/2020	MED EXP (Any one person) \$	5,000
			PERSONAL & ADV INJURY \$	1,000,000
GENLAGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$	2,000,000
			PRODUCTS - COMP/OP AGG \$	2,000,000
			COMBINED SINGLE LIMIT	1,000,000
	•		(Ea accident) BODILY INJURY (Per person) \$	1,000,000
	7/10/2019	7/10/2020	BODILY INJURY (Per accident) \$	
			PROPERTY DAMAGE \$	
			\$	
X UMBRELLA LIAB X OCCUR			EACH OCCURRENCE \$	5,000,000
A EXCESS LIAB CLAIMS-MADE			AGGREGATE	5,000,000
DED X RETENTION \$ 10,000 PHUB685515	7/10/2019	7/10/2020	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			X PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? N N/A		•	E.L. EACH ACCIDENT \$	500,000
B (Mandatory In NH) If year describe under	1/19/2020	1/19/2021	E.L. DISEASE - EA EMPLOYEE \$	500,000
DESCRIPTION OF OPERATIONS below NO EXCLUDED OFFICERS			E.L. DISEASE - POLICY LIMIT \$	500,00 <u>0</u>
A PROFESSIONAL LIABILITY PHPR2010482	7/10/2019	7/10/2020	EACH INCIDENT LIMIT:	\$1,000,000
			AGGREGATE LIMIT:	\$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Covering operations of the insured during the policy period.				
	CANCELLATION			
			· · · · · · · · · · · · · · · · · · ·	<u> </u>
DHHS 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.			
	Donna Bickford	/dtb	Dorme L. Bitgh	2
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