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

Jeffrey A. Meyers  
Commissioner

Joseph E. Ribsam, Jr.  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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December 6, 2017

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

**REQUESTED ACTION**

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

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

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,



Joseph E. Ribsam, Jr.  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

Enhanced Placement and In-Home  
Service Capacity Program

RFP Name

RFP-2018-DCYF-10-ENHAN

RFP Number

**Bidder Name**

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

**Reviewer Names**

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

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

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

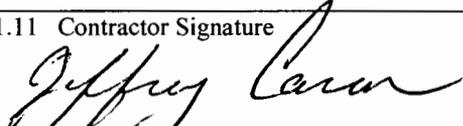
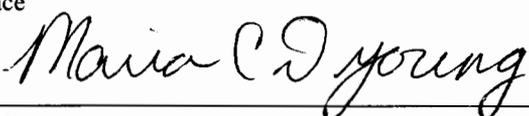
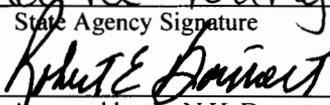
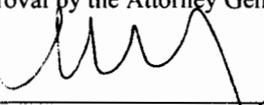
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mount Prospect Academy		1.4 Contractor Address 354 Main Street Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-1102	1.6 Account Number 05-95-42-421010-29580000-535-500376	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$4,654,978
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeff Caion President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Grafton</u>  On <u>Nov. 29, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  MARIA C. D. YOUNG Notary Public - New Hampshire My Commission Expires January 18, 2022			
1.13.2 Name and Title of Notary or Justice of the Peace Maria Young, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert E. Boisvert, Deputy Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: _____ Megan A. Cole Attorney 12/6/17			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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



Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Handwritten signature and date. The signature is a stylized 'J' or similar character. The date is written as '11/28/17'.



## Scope of Services

### 1. Provisions Applicable to All Services

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

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

## 2. Scope of Work

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

### 2.1. Program Implementation

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

### 2.2. Residential Site Location

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

  
11-28-17



Exhibit A

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

  
11-28-17



Exhibit A

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

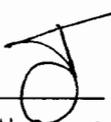
  
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Exhibit A

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

2.2.6.3. Psychiatric Services

- 2.2.6.3.1. The Contractor shall provide psychiatric services on or off-site. Psychiatric services shall include, but is not limited to:
  - 2.2.6.3.1.1. Individual sessions with a New Hampshire licensed Psychiatrist once every four (4) to six (6) weeks
  - 2.2.6.3.1.2. An assessment of current functioning of youth and recommendations regarding the initiation or modification of psychiatric medications.

  
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Exhibit A

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

2.2.6.3.1.4. Prescribing of psychiatric medications.

2.2.6.4. Medical Services

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

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

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

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

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

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

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

2.2.6.5. Residential Services

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

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

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

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

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

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



2.2.6.5.4.3. Engagement in pro-social activities.

2.2.6.6. Vocational/Educational Services

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

2.2.6.7. Transportation

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



Exhibit A

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



Exhibit A

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

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

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

2.2.6.8.3.1.1. Recommending a higher level of care;

2.2.6.8.3.1.2. Utilizing local community resources such as local police;

2.2.6.8.3.1.3. Health Services.

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

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

2.2.7. Reporting

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

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

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

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

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



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

2.2.8. Staffing

2.2.8.1. The Contractor shall provide a 1:2 staff ratio with a senior support manager present during awake hours that allows for 1:1 staff ratio supervision of youth who require targeted intervention while maintaining a safe level of staffing to oversee remaining program participants.

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

2.2.8.3. The Contractor staff shall include, but is not limited to:

- 2.2.8.3.1. Program Director;
- 2.2.8.3.2. Admissions and Clinical Coordinator;
- 2.2.8.3.3. Clinical Director;
- 2.2.8.3.4. Behavioral Specialists;
- 2.2.8.3.5. Therapeutic Recreation Director;
- 2.2.8.3.6. Community Managers;
- 2.2.8.3.7. Milieu Clinicians;
- 2.2.8.3.8. Permanency Coordinators;
- 2.2.8.3.9. Nurse;
- 2.2.8.3.10. Youth Counselors;
- 2.2.8.3.11. Awake Overnights; and
- 2.2.8.3.12. Transporters

2.2.9. Staff Development Plan

2.2.9.1. The Contractor shall conduct trainings that promote ongoing professional development;

2.2.9.2. Contracted faculty staff shall meet regulatory requirements per He-C 6350.11.

2.2.9.3. Contractor staff shall complete a two (2) week (72 hour) training during the initial two (2) months of employment focusing on



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

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

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

#### 2.2.10. Project Management

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

#### 2.2.11. Deliverables

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

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

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

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

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

### 3. Methods of Secure Transmission of Data

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

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



Exhibit A

- 3.3. Encrypted Email. User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 3.4. Encrypted Web Site. If User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 3.5. File Hosting Services, also known as File Sharing Sites. User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 3.6. Ground Mail Service. User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 3.7. Laptops and PDA. If User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 3.8. Open Wireless Networks. User may not transmit Confidential Data via an open network. User may only employ a wireless network when remotely transmitting via a VPN.
- 3.9. Remote User Communication. If User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 3.10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If User is employing an SFTP to transmit Confidential Data, User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 3.11. Wireless Devices. If User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.
- 3.12. The parties agree to negotiate an amendment to this Contract as needed to address changes in policy issues, fiscal issues, information security, and specific safeguards for maintaining confidentiality, as needed.



Exhibit B

**Method and Conditions Precedent to Payment**

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

  
Date 11/28/17



**Exhibit B**

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

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**SPECIAL PROVISIONS**

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

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

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

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

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

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

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



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

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

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

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

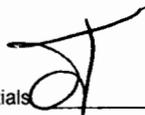
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

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

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

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

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

  
Date 11/28/17



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

A handwritten signature in black ink, appearing to be 'J' or similar, written over a horizontal line.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



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

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

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

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

Contractor Name:

11/28/17  
Date

*Jeffery Carr*  
Name  
*President*  
Title

Contractor Initials *JC*  
Date 11/28/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/28/17  
Date

[Signature]  
Name  
Title: President

Contractor Initials [Signature]  
Date 11/28/17



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

11/28/17  
Date

*Jeffrey L. Carr*  
Name:  
Title: President

Contractor Initials *JL*  
Date 11/28/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

11/28/17  
Date

*Jeffrey Paron*  
Name: *Jeffrey Paron*  
Title: *President*

Exhibit G

Contractor Initials

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

11/28/17  
Date

*Jeffrey Carr*  
Name: President  
Title:

Contractor Initials *JC*  
Date 11/28/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over a horizontal line.



Exhibit I

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

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

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





Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Robert E. Boisvert  
Signature of Authorized Representative

Robert E. Boisvert  
Name of Authorized Representative

DCYF DEPUTY DIRECTOR  
Title of Authorized Representative

12/04/2017  
Date

Jeff Caron Mount Prospect Academy  
Name of the Contractor

Jeff Caron  
Signature of Authorized Representative

Jeff Caron  
Name of Authorized Representative

President  
Title of Authorized Representative

11/28/17  
Date

Contractor Initials [Signature]  
Date 11/28/17



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

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

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

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

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

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

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

Contractor Name:

Mount Prospect Academy

11/28/17  
Date

Jeffery Carr  
Name: Jeff Carr  
Title: President

Contractor Initials [Signature]  
Date 11/28/17



**FORM A**

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

1. The DUNS number for your entity is: 9169230668
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

J  
11/28/17



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, written over a horizontal line.

# 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 423309



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of November A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, DAVID CHABOT, do hereby certify that:  
(Name of the Elected Officer of the Agency, or Name of the Contractor)

1. I am a duly elected Officer of Mount Prospect Academy, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11-2-2017.  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28<sup>th</sup> day of November, 2017.  
(Date Contract Signed)

4. Jeff Caron is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David A. Chabot  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2017.

By David A. Chabot  
(Name of Elected Officer of the Agency)

Juanita J. Belyea  
(Notary Public Justice of the Peace)

My Comm. Expires:

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



# CERTIFICATE OF LIABILITY INSURANCE

BENNI-5 OP ID: CH

DATE (MM/DD/YYYY)  
11/28/2017

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).

<b>PRODUCER</b> Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Justin C. Barwood	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 802-295-3329 FAX (A/C No): 802-296-6126 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemn Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER B: Maine Employers Mutual</td> <td>11149</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemn Insurance	18058	INSURER B: Maine Employers Mutual	11149	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> VT Permanency Initiative Inc. Mt Prospect Academy PO Box 325 Orford, NH 03777														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1594986	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1719011	07/07/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB568788	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		5101800528	07/03/2017	07/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section		PHPK1594986	01/01/2017	01/01/2018	Ded 2,500

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

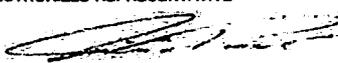
Workers Compensation Statutory Coverage applies in VT. Jay Wolter is an Excluded Officer.

**CERTIFICATE HOLDER****CANCELLATION**

STANHHE

State of New Hampshire  
 Dept of Health & Human Service  
 129 Pleasant Street  
 Concord, NH 03301

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

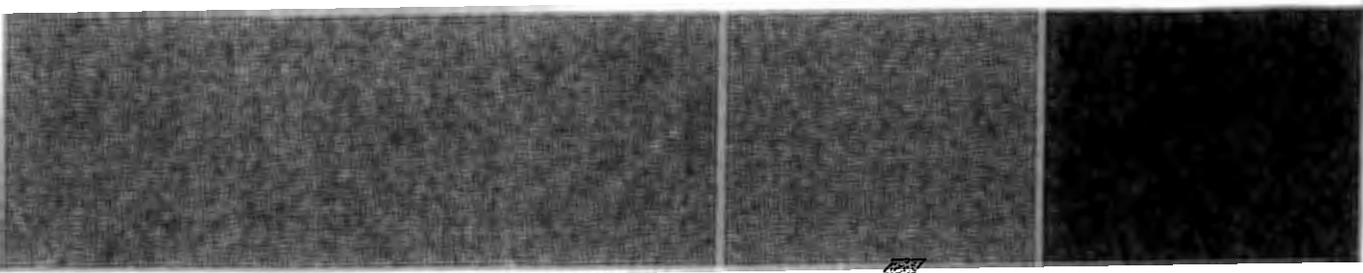
AUTHORIZED REPRESENTATIVE  


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**Mount Prospect Academy (MPA)**  
**Mission Statement**

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

Please note that the Consolidated Financial Statement for FY 2017 has not yet been approved by the Board of Directors, and therefore is considered a "Draft". We do not anticipate any changes will be made to the document.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2017

With Independent Auditor's Report

DRAFT





## INDEPENDENT AUDITOR'S REPORT

Boards of Trustees  
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2017, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Consolidated Financial Statements

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

### Auditor's Responsibility

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

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

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

### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Becket Academy, Inc. and Affiliates as of June 30, 2017, and the consolidated changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

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

Manchester, New Hampshire  
REPORT DATE

DRAFT

**BECKET ACADEMY, INC. AND AFFILIATES**  
**Consolidated Statement of Financial Position**  
**June 30, 2017**

**ASSETS**

<b>Current assets</b>	
Cash and cash equivalents	\$ 7,135,852
Assets whose use is limited	131,833
Tuition and fees receivable, net of allowance for doubtful accounts of \$226,000	5,891,169
Current portion of notes receivable	52,668
Prepaid expenses	<u>147,465</u>
<b>Total current assets</b>	<b><u>13,358,987</u></b>
<b>Property and equipment</b>	
Land and land improvements	2,697,633
Buildings and building improvements	14,349,177
Leasehold improvements	2,264,372
Vehicles and equipment	3,941,042
Furniture and fixtures	1,386,386
Construction-in-progress	<u>1,545,504</u>
	26,184,114
Less accumulated depreciation	<u>9,045,154</u>
<b>Net property and equipment</b>	<b><u>17,138,960</u></b>
<b>Other assets</b>	
Replacement reserves	7,544
Notes receivable, net of current portion	<u>50,000</u>
<b>Total other assets</b>	<b><u>57,544</u></b>
<b>Total assets</b>	<b><u>\$ 30,555,491</u></b>

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

## LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 1,335,000
Accounts payable	896,781
Accrued expenses	2,434,557
Prepaid tuition	203,044
Estimated third-party payor settlements	<u>304,002</u>
Total current liabilities	5,173,384
Long-term debt, net of current portion and unamortized deferred costs	<u>7,556,972</u>
Total liabilities	12,730,356
Unrestricted net assets	<u>17,825,135</u>
Total liabilities and net assets	<u>\$ 30,555,491</u>

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BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Activities

Year Ended June 30, 2017

Changes in unrestricted net assets	
Revenue and support	
Tuition, room and board, and other support, net	\$ 58,888,986
State nutrition program	157,661
Other revenue	<u>510,379</u>
Total revenue and support	<u>59,557,026</u>
Expenses	
Program expenses	
Education and home life	50,419,528
Supporting expenses	
General administration	<u>5,088,664</u>
Total expenses	55,508,192
Gain on disposal of property and equipment	<u>75,879</u>
Total change in net assets	4,124,713
Net assets, beginning of year	<u>13,700,422</u>
Net assets, end of year	<u>\$ 17,825,135</u>

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

**BECKET ACADEMY, INC. AND AFFILIATES**

**Consolidated Statement of Cash Flows**

**Year Ended June 30, 2017**

Cash flows from operating activities	
Change in net assets	\$ 4,124,713
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,612,865
Gain on disposal of property and equipment	(75,879)
Change in allowance for doubtful accounts	15,000
Decrease (increase) in	
Tuition and fees receivable	258,756
Prepaid expenses	100,457
Notes receivable	(58,868)
Other receivable	349,310
Decrease in	
Accounts payable	(94,200)
Accrued expenses	(361,651)
Prepaid tuition	(121,385)
Estimated third-party payor settlements	<u>(20,693)</u>
Net cash provided by operating activities	<u>5,728,425</u>
Cash flows from investing activities	
Decrease in replacement reserve	30,321
Proceeds from sale of property and equipment	388,398
Purchase of property and equipment	(3,373,334)
Increase in assets whose use is limited	<u>(64,561)</u>
Net cash used by investing activities	<u>(3,019,176)</u>
Cash flows from financing activities	
Proceeds from long-term borrowings	<u>355,000</u>
Principal payments on long-term borrowings	(1,357,668)
Payment of deferred financing costs	<u>(14,273)</u>
Net cash used by financing activities	<u>(1,016,941)</u>
Net increase in cash and cash equivalents	1,692,308
Cash and cash equivalents, beginning of year	<u>5,443,544</u>
Cash and cash equivalents, end of year	\$ <u><u>7,135,852</u></u>
<b>Supplemental disclosures</b>	
Noncash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to vendor's financing company	\$ <u><u>726,412</u></u>

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

## BECKET ACADEMY, INC. AND AFFILIATES

### Notes to Consolidated Financial Statements

June 30, 2017

#### Nature of Business

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

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

The Mountain Valley Treatment Center (MVTC) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket is its sole member and they are currently governed by the same Board of Trustees. MVTC provides residential treatment for adolescents struggling with anxiety disorders at a location in East Haverhill, NH.

Mount Prospect Academy (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a self-perpetuating Board of Trustees completely separate from the Board which governs Becket. Despite the division of control among these entities, they continue to be economically reliant on each other. MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

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

#### 1. Summary of Significant Accounting Policies

##### Principles of Consolidation

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

# BECKET ACADEMY, INC. AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017

### **Basis of Presentation**

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

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

### **Use of Estimates**

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

### **Cash and Cash Equivalents**

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

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

### **Assets Whose Use is Limited**

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

### **Tuition and Fees Receivable**

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances, net of discounts of \$329,932 in 2017.

# BECKET ACADEMY, INC. AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017

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

### Property and Equipment

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

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

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

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

### Replacement Reserves

Becket has a mortgage note payable to Maine State Housing Authority. This mortgage note requires Becket to maintain a replacement reserve fund in a separate account for the purpose of providing a cash reserve for future property replacement needs. This restricted amount is classified as "replacement reserves" in the consolidated statement of financial position and is generally not available for routine operating expenses.

### Deferred Costs

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

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

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

**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017**

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

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

**Income Taxes**

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

**Allocation of Costs**

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

**Advertising**

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$330,069 in 2017.

**2. Significant Concentrations and Estimated Third-Party Payor Settlements**

Approximately 16% of the revenue recorded during 2017 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 11% of the revenue recorded during 2017 was from the Vermont Department of Education and various school districts located in Maine, New Hampshire, Vermont, Massachusetts, New York and Connecticut.

Approximately 20% of the revenue recorded during 2017 was from the Massachusetts Department of Mental Health and Developmental Services.

**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017**

Approximately 19% of the revenue recorded during 2017 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under this program, the provider is reimbursed for the care of qualified residents at specified interim rates during the year. Differences between these interim contractual rates and the "cost" of this care, as defined by the Principles of Reimbursement (the Principles) governing the respective programs, are determined and settled on a retroactive basis. Laws and regulations governing the MaineCare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

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

The estimated balance due to MaineCare was \$304,002 as of June 30, 2017 relating to balances from prior years currently under appeal.

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

**3. Notes Receivable**

Notes receivable consists of the following:

**Becket Academy, Inc.**

Note receivable from an employee bearing interest of 5% annually. Payments of \$25,000, plus accrued interest, on June 30, annually through 2020. If the employee remains employed by Becket on the day such payments are due, the payment amount shall be forgiven.

\$ 75,000

**Mountain Valley Treatment Center**

Note receivable from an employee bearing interest of 4% annually. Due in September 2017.

27,668

Total notes receivable

102,668

Less current portion

(52,668)

Notes receivable, net of current portion

50,000

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2017

4. Lines of Credit

Becket holds a line of credit agreement with Key Bank under which Key Bank agrees to advance up to \$250,000 to Becket upon request. Monies advanced accrue interest at the rate of 5.25%. There was no balance outstanding as of June 30, 2017. The line of credit is collateralized by a security interest in all assets of Becket.

VPI holds a line of credit agreement with Bar Harbor Bank & Trust under which Bar Harbor Bank & Trust agrees to advance up to \$250,000 to VPI upon request. Monies advanced accrue interest at the rate of 5.50%. There was no balance outstanding as of June 30, 2017.

5. Long-Term Debt

Long-term debt consists of the following:

**Becket Academy, Inc.**

Note payable to Maine State Housing Authority, due in monthly installments of \$2,661, including interest at 7.0%, through April 2032; collateralized by land, buildings and equipment in Litchfield, Maine.	\$ 283,451
Note payable to Maine State Housing Authority, due in monthly installments of \$1,830, including interest at 7.0%, through October 2029; collateralized by real estate in Lewiston, Maine.	181,713
Note payable to Maine State Housing Authority, due in monthly installments of \$1,830, including interest at 5.5%, through December 2030; collateralized by real estate in Lewiston, Maine	88,620
Note payable to Key Bank, due in monthly installments of \$3,608, including interest at 3.99%, through October 2017, at which time the remaining balance is due in full; collateralized by real estate in Belgrade, Maine.	494,037
Note payable to United Bank, due in monthly installments of \$2,178, including interest at 4.25%, through February 2023; collateralized by certain real estate in Lakeville, Massachusetts.	297,409
Note payable to United Bank, due in monthly installments of \$2,158, including interest at 4.25%, through January 2023; collateralized by real estate in Springfield, Massachusetts.	195,780
Note payable to Bar Harbor Bank & Trust, due in monthly installments of \$4,636, including interest at 4.5%, through February 2032; collateralized by certain real estate of Becket.	103,371

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**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017**

Note payable to Coastal Enterprises, Inc., due in monthly installments of \$4,985, including interest at 6.0%, through March 2023, at which time the remaining balance is due in full; collateralized by substantially all assets of Becket.	277,391
Note payable to United Bank, due in monthly installments of \$2,158, including interest at 4.25%, through March 2023; collateralized by real estate in Westminister, Massachusetts.	279,815
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$5,572, including interest at 6.0%, through February 2024, at which time the remaining balance is due in full; collateralized by real estate in Auburn and Belgrade, Maine.	365,620
Note payable to Bar Harbor Bank & Trust, due in monthly installments of \$4,636, including interest at 4.625%, through June 2034; collateralized by certain real estate of Becket.	654,040
Note payable to Union Bank, due in monthly installments of \$3,079, including interest at 4.25%, through September 2019, at which time the remaining balance is due in full; collateralized by real estate in Bethlehem, New Hampshire.	227,275
Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from \$291 to \$793, totaling \$19,747.18. Interest rates range from 0% to 9.50%. Maturities range from July 2018 through June 2021. The notes are collateralized by vehicles.	<u>233,106</u>
<b>Total Becket Academy, Inc.</b>	<u><b>3,681,628</b></u>
<b>Mount Prospect Academy, Inc.</b>	
Note payable to Meredith Village Savings Bank, due in monthly installments of \$6,294, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (5.25% at June 30, 2017), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	655,337
Note payable to Meredith Village Savings Bank, due in monthly installments of \$5,392, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (5.25% at June 30, 2017), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	589,595

**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017**

Note payable to Meredith Village Savings Bank, due in monthly installments of \$2,827, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (5.25% at June 30, 2017), through April 2028; collateralized by real estate in Haverhill, New Hampshire.	241,632
Note payable to Community Guarantee Savings Bank, due in monthly installments of \$1,617, including interest at 6.50%, through December 2023; collateralized by real estate associated with the debt.	102,370
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$327 to \$677, totaling \$7,340. Interest rates range from 0% to 7.94%. Maturities range from February 2019 through March 2022. The notes are collateralized by vehicles and equipment.	<u>285,930</u>
Total Mount Prospect Academy, Inc.	<u>1,874,864</u>

**Mountain Valley Treatment Center**

Note payable to Meredith Village Savings Bank, due in monthly installments of \$3,884, including interest at 6.25%, through May 2019, at which time the remaining balance is due in full; collateralized by real estate in Plymouth, New Hampshire.	193,273
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$393 to \$770, totaling \$7,358. Interest rates range from 0% to 4.09%. Maturities range from December 2018 through October 2021. The notes are collateralized by vehicles and equipment.	<u>205,005</u>
Total Mountain Valley Treatment Center	<u>398,278</u>

**Vermont Permanency Initiative, Inc.**

Note payable to Merritt Family, due in monthly installments of \$8,835, including interest at 7.0%, through January 2038, at which time the remaining balance is due in full; collateralized by land and property in Bennington, Vermont.	1,154,488
Note payable to Woodsville Guaranty Savings Bank, due in monthly installments of \$5,372, including interest at 6.0%, through August 2022, at which time the remaining balance is due in full; collateralized by real estate in Newbury, Vermont.	690,037

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2017

Note payable to William and Carol Bailey, due in monthly installments of \$1,988, including interest at 6.0%, through August 2019, at which time the remaining balance is due in full; collateralized by real estate in Newbury, Vermont.	138,602
Note payable to William and Carol Bailey, at an interest rate of 5.0%. Interest only payments of \$313 are due in monthly installments through August 2019. Principal and interest payments will commence September 2019 of \$1,415 through September 2024; collateralized by real estate in Newbury, Vermont.	75,000
Note payable to Bar Harbor Bank & Trust, at fixed interest rate of 4.50% through October 2020, and then repriced every five years to FHLB, 5-Year Constant Maturity Treasury Rate plus 3.25% every five years until maturity. Principal and interest payments of \$2,232 through October 2035; collateralized by properties in Bennington, Vermont.	333,795
Note payable to Lake Sunapee Bank, at fixed interest rate of 4.75% through May 2022, and then repriced every five years to FHLB, 5-Year Constant Maturity Treasury Rate plus 3.25% every five years until maturity. Principal and interest payments of \$1,842 through May 2027; collateralized by properties in Bennington, Vermont.	283,570
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$303 to \$823, totaling \$12,000. Interest rates range from 0% to 12.95%. Maturities range from March 2018 through April 2022. The notes are collateralized by vehicles and equipment.	<u>461,535</u>
Total Vermont Permanency Initiative, Inc.	<u>3,137,027</u>
	9,091,797
Less: Current portion	1,335,000
Deferred finance costs, net	<u>199,825</u>
Long-term debt, net of current portion and unamortized deferred costs	<u>\$ 7,556,972</u>

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2017

Maturities of long-term debt are as follows:

2018	\$ 1,335,000
2019	948,000
2020	978,000
2021	616,000
2022	503,000
Thereafter	<u>4,711,797</u>
	<u>\$ 9,091,797</u>

Interest expense charged to operations, including amortization of deferred costs of \$20,749, was \$504,745 in 2017. Cash paid for interest approximates interest expense.

6. Commitments and Contingencies

Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to the Organization's President. Total rent for all leases was \$1,296,519 in 2017. Total rent paid to related parties was \$328,000 in 2017.

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

2018	\$ 882,688
2019	592,263
2020	301,607
2021	<u>125,114</u>
Total	<u>\$ 1,901,672</u>

Self-Insurance

The Organization has a self-insured healthcare plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of \$75,000 with an aggregate limit of \$3,885,150 of the expected claims. At June 30, 2017, the Organization has accrued \$459,271, under the self-insurance contract, reported in the Organization's accrued expenses in the consolidated statement of financial position.

# BECKET ACADEMY, INC. AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017

### Litigation

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

### Property Purchases

The Organization had entered into purchase and sales agreement to purchase several properties in Haverhill and Plainfield, New Hampshire as June 30, 2017 for land and buildings totaling \$2,524,000 for the purpose of expanding programs. These agreements were finalized in August 2017. To finance these purchases the Organization obtained the following notes payable:

MVTC note payable of \$1,300,000 to Walnut Inns, Inc., due in monthly installments of \$8,224, including interest of 4.50%, through August 2022; collateralized by real estate associated with the debt.

Becket Academy note payable of \$150,000 to Edward M. Van Dorn, due in month installments of \$1,665, including interest of 6.0%, through September 2019; collateralized by real esate associated with the loan.

### 7. Defined Contribution Retirement Plans

The Organization provides defined contribution retirement plans for eligible employees. All employees aged 21 or older may begin participation in the plans. Years of service requirements range from one to two years depending on the entity. Plan contributions by participants and the Organization range from three percent to five percent of regular salary.

Employer contributions were as follows:

Becket	\$ 152,089
MPA	89,425
MVTC	33,879
VPI	<u>119,540</u>
Total	<u>\$ 394,933</u>

**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017**

**8. Service Provider Tax**

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

Total SPT expense was \$308,207 in 2017.

**9. Surplus Revenue Retention**

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2017, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

**10. Subsequent Events**

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

**SUPPLEMENTARY INFORMATION**

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

June 30, 2017

**ASSETS**

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
<b>Current assets</b>							
Cash and cash equivalents	\$ 4,497,652	\$ 979,980	\$ 1,014,157	\$ 644,063	\$ 7,135,852	\$ -	\$ 7,135,852
Assets whose use is limited	64,425	67,408	-	-	131,833	-	131,833
Tuition and fees receivable, net	2,710,940	971,124	61,814	2,147,291	5,891,169	-	5,891,169
Current portion of notes receivable	25,000	-	27,668	-	52,668	-	52,668
Prepaid expenses	126,969	11,865	2,353	6,278	147,465	-	147,465
Due from related parties	2,214,790	1,133,126	73,300	15,774	3,436,990	(3,436,990)	-
<b>Total current assets</b>	<b>9,639,776</b>	<b>3,163,503</b>	<b>1,179,292</b>	<b>2,813,406</b>	<b>16,795,977</b>	<b>(3,436,990)</b>	<b>13,358,987</b>
<b>Property and equipment</b>							
Land and land improvements	808,649	602,718	364,574	921,692	2,697,633	-	2,697,633
Buildings and building improvements	6,146,528	3,175,379	1,487,404	3,539,866	14,349,177	-	14,349,177
Leasehold improvements	861,748	383,094	623,956	385,574	2,264,372	-	2,264,372
Vehicles and equipment	1,501,836	1,028,497	669,217	741,492	3,941,042	-	3,941,042
Furniture and fixtures	604,223	258,995	370,600	152,568	1,386,386	-	1,386,386
Construction-in-progress	127,928	914,230	341,366	161,980	1,545,504	-	1,545,504
	10,050,912	6,372,913	3,857,117	5,903,172	26,184,114	-	26,184,114
Less accumulated depreciation	3,628,411	2,908,072	1,860,014	648,657	9,045,154	-	9,045,154
<b>Net property and equipment</b>	<b>6,422,501</b>	<b>3,464,841</b>	<b>1,997,103</b>	<b>5,254,515</b>	<b>17,138,960</b>	<b>-</b>	<b>17,138,960</b>
<b>Other assets</b>							
Replacement reserves	7,544	-	-	-	7,544	-	7,544
Notes receivable, net of current portion	440,329	-	-	-	440,329	(390,329)	50,000
<b>Total other assets</b>	<b>447,873</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>447,873</b>	<b>(390,329)</b>	<b>57,544</b>
<b>Total assets</b>	<b>\$ 16,510,150</b>	<b>\$ 6,628,344</b>	<b>\$ 3,176,395</b>	<b>\$ 8,067,921</b>	<b>\$ 34,382,810</b>	<b>\$ (3,827,319)</b>	<b>\$ 30,555,491</b>

**BECKET ACADEMY, INC. AND AFFILIATES**  
**Consolidating Statement of Financial Position (Concluded)**

June 30, 2017

**LIABILITIES AND NET ASSETS**

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
<b>Current liabilities</b>							
Current portion of long-term debt	\$ 804,000	\$ 208,000	\$ 104,000	\$ 219,000	\$ 1,335,000	\$ -	\$ 1,335,000
Accounts payable	381,230	191,967	129,330	194,254	896,781	-	896,781
Accrued expenses	917,059	430,787	219,243	867,468	2,434,557	-	2,434,557
Prepaid tuition	-	-	203,044	-	203,044	-	203,044
Estimated third-party payor settlements	304,002	-	-	-	304,002	-	304,002
Due to related parties	-	-	1,354,685	2,082,305	3,436,990	(3,436,990)	-
<b>Total current liabilities</b>	<b>2,406,291</b>	<b>830,754</b>	<b>2,010,302</b>	<b>3,363,027</b>	<b>8,610,374</b>	<b>(3,436,990)</b>	<b>5,173,384</b>
<b>Long-term liabilities</b>							
Long-term debt, net of current portion and unamortized deferred costs	2,808,799	1,638,220	288,230	2,821,723	7,556,972	-	7,556,972
Note payable	-	-	-	390,329	390,329	(390,329)	-
<b>Total liabilities</b>	<b>5,215,090</b>	<b>2,468,974</b>	<b>2,298,532</b>	<b>6,575,079</b>	<b>16,557,675</b>	<b>(3,827,319)</b>	<b>12,730,356</b>
<b>Unrestricted net assets</b>	<b>11,295,060</b>	<b>4,159,370</b>	<b>877,863</b>	<b>1,492,842</b>	<b>17,825,135</b>	<b>-</b>	<b>17,825,135</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 16,510,150</b>	<b>\$ 6,628,344</b>	<b>\$ 3,176,395</b>	<b>\$ 8,067,921</b>	<b>\$ 34,382,810</b>	<b>\$ (3,827,319)</b>	<b>\$ 30,555,491</b>

**BECKET ACADEMY, INC. AND AFFILIATES**

**Consolidating Statement of Activities**

**Year Ended June 30, 2017**

	<u>Becket Academy, Inc.</u>	<u>Mount Prospect Academy, Inc.</u>	<u>Mountain Valley Treatment Center</u>	<u>Vermont Permanency Initiative</u>	<u>Total</u>	<u>Intercompany Eliminations</u>	<u>Consolidated Total</u>
<b>Changes in unrestricted net assets</b>							
<b>Revenue and support</b>							
Tuition, room and board, and other support, net	\$ 27,878,117	\$ 8,547,467	\$ 4,678,573	\$ 17,784,829	\$ 58,888,986	\$ -	\$ 58,888,986
State nutrition program	59,472	98,189	-	-	157,661	-	157,661
Management fees	504,287	32,282	-	-	536,569	(536,569)	-
Other revenue	393,727	155,526	106,440	13,087	668,780	(158,401)	510,379
Forgiveness of intercompany debt	-	-	928,888	-	928,888	(928,888)	-
<b>Total revenue and support</b>	<u>28,835,603</u>	<u>8,833,464</u>	<u>5,713,901</u>	<u>17,797,916</u>	<u>61,180,884</u>	<u>(1,623,858)</u>	<u>59,557,026</u>
<b>Expenses</b>							
Program expenses							
Education and home life	23,258,340	7,177,086	4,306,314	15,836,189	50,577,929	(158,401)	50,419,528
Supporting expenses							
General administration	2,969,909	744,088	417,979	1,493,257	5,625,233	(536,569)	5,088,664
<b>Total expenses</b>	<u>26,228,249</u>	<u>7,921,174</u>	<u>4,724,293</u>	<u>17,329,446</u>	<u>56,203,162</u>	<u>(694,970)</u>	<u>55,508,192</u>
Gain (loss) on disposal of property and equipment	53,062	25,723	(5,247)	2,341	75,879	-	75,879
Forgiveness of intercompany debt	(928,888)	-	-	-	(928,888)	928,888	-
<b>Change in net assets</b>	<u>1,731,528</u>	<u>938,013</u>	<u>984,361</u>	<u>470,811</u>	<u>4,124,713</u>	<u>-</u>	<u>4,124,713</u>
Net assets (deficit), beginning of year	9,563,532	3,221,357	(106,498)	1,022,031	13,700,422	-	13,700,422
<b>Net assets, end of year</b>	<u>\$ 11,295,060</u>	<u>\$ 4,159,370</u>	<u>\$ 877,863</u>	<u>\$ 1,492,842</u>	<u>\$ 17,825,135</u>	<u>\$ -</u>	<u>\$ 17,825,135</u>

**BECKET ACADEMY, INC. AND AFFILIATES**  
**Consolidating Statement of Functional Expenses**  
**Year Ended June 30, 2017**

	Education and Home Life					General Administration							
	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Intercompany Eliminations	Total Program Expenses	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Intercompany Eliminations	Total Supporting Expenses	Total Expenses
Salaries and wages	\$ 14,326,526	\$ 4,271,410	\$ 2,146,511	\$ 9,652,369	\$ -	\$ 30,396,816	\$ 1,767,516	\$ 402,311	\$ -	\$ 608,639	\$ -	\$ 2,778,466	\$ 33,175,282
Employee benefits	1,848,653	787,970	448,219	1,262,189	-	4,347,031	227,927	74,217	-	79,589	-	381,733	4,728,764
Payroll taxes	1,249,353	360,232	169,399	1,002,033	-	2,781,017	146,874	17,406	-	64,102	-	228,382	3,009,399
<b>Total personnel costs</b>	<b>17,424,532</b>	<b>5,419,612</b>	<b>2,764,129</b>	<b>11,916,591</b>	<b>-</b>	<b>37,524,864</b>	<b>2,142,317</b>	<b>493,934</b>	<b>-</b>	<b>752,330</b>	<b>-</b>	<b>3,388,581</b>	<b>40,913,445</b>
Advertising	77,950	13,284	-	44,403	-	135,637	7,717	192	184,400	2,123	-	194,432	330,069
Athletic transport and recreation	64,238	23,960	48,554	113,871	-	250,623	-	-	-	-	-	-	250,623
Auto repairs and leasing	372,287	33,238	52,069	280,547	(93,092)	645,049	37,823	903	-	-	-	38,726	683,775
Bad debts, net of recoveries	80,830	18,698	15,958	72,071	-	187,557	-	-	-	-	-	-	187,557
Consultation	273,277	-	25,920	108,223	-	407,420	-	650	-	-	-	-	408,070
Dues and subscriptions	7,651	4,829	9,799	1,195	-	23,474	7,028	346	-	1,172	-	-	8,546
Equipment rental and maintenance	46,408	24,833	29,704	38,321	-	139,266	16,831	-	-	-	-	-	16,831
Facilities rental expense	727,968	146,301	195,192	255,167	(65,309)	1,259,319	37,200	-	-	-	-	37,200	1,296,519
Farm	-	-	31,534	-	-	31,534	-	-	-	-	-	-	31,534
Food and supplies	626,463	203,566	127,378	698,462	-	1,655,869	21,320	3,019	297	3,666	-	28,302	1,684,171
Heating fuel	112,391	27,972	23,553	111,265	-	275,181	3,141	-	-	-	-	-	278,322
Home life supplies	196,878	44,190	36,244	145,823	-	423,135	8,629	-	10,219	-	-	-	438,983
Infirmity supplies	19,287	24,571	5,589	82,195	-	131,642	-	-	-	-	-	-	131,642
Insurance	324,841	61,886	82,818	127,700	-	577,045	-	-	-	-	-	-	577,045
Interest	95,068	8,257	13,755	100,617	-	217,697	124,760	74,070	1,132	87,086	-	287,048	504,745
Management fees	-	-	-	-	-	-	-	-	88,355	448,214	(536,569)	-	-
Materials and supplies	10,805	5,960	5,431	8,220	-	30,416	21,866	12,481	-	-	-	36,402	66,818
Office supplies	178,019	50,887	45,664	91,300	-	365,870	52,681	14,030	141	27,647	-	94,479	460,349
Other	343,732	9,726	21,865	25,226	-	400,549	101,387	29,003	78,704	23,763	-	232,857	633,406
Other occupancy costs	258,436	30,960	47,774	120,544	-	457,714	5,623	-	-	-	-	-	463,337
Pension contribution	126,240	87,314	33,483	31,061	-	278,098	25,849	2,111	396	88,479	-	116,835	394,933
Professional services	95,341	58,977	188,374	103,541	-	446,233	235,135	99,393	38,040	20,186	-	392,754	836,987
Real estate taxes	101,262	68,577	52,749	133,359	-	355,967	8,038	-	-	-	-	-	364,005
Repair and maintenance	218,549	47,126	67,352	124,211	-	457,238	5,498	-	-	-	-	-	462,736
Student clothing and personal items	34,785	13,325	4,082	81,451	-	133,643	-	-	-	-	-	-	133,643
Student educational supplies	31,112	116,051	12,555	50,566	-	210,284	-	-	-	-	-	-	210,284
Student transportation	447,572	200,858	57,647	236,770	-	942,847	7,659	342	-	-	-	8,001	950,848
Teacher training and development	67,139	37,774	36,999	94,915	-	236,827	10,853	2,287	7,364	9,172	-	29,676	266,503
Telephone	132,772	57,632	33,783	118,792	-	342,979	16,747	3,832	-	4,482	-	25,061	368,040
Travel	5,344	-	-	2,972	-	8,316	25,143	2,992	3,688	23,076	-	54,899	63,215
Utilities	134,202	56,675	28,357	109,936	-	329,170	4,285	-	-	-	-	-	333,455
Depreciation	622,941	280,047	228,203	406,874	-	1,538,065	43,849	5,153	5,049	-	-	54,051	1,592,116
<b>Total</b>	<b>\$ 23,258,340</b>	<b>\$ 7,177,086</b>	<b>\$ 4,308,314</b>	<b>\$ 15,836,189</b>	<b>\$ (158,401)</b>	<b>\$ 50,419,528</b>	<b>\$ 2,969,909</b>	<b>\$ 744,088</b>	<b>\$ 417,979</b>	<b>\$ 1,493,257</b>	<b>\$ (536,569)</b>	<b>\$ 5,088,664</b>	<b>\$ 55,508,192</b>

**Mount Prospect Academy**

**Board of Directors**

Mike Sullivan

Jeff Park

Charlie Wheeler

Jim Carey

Rob Bannon

Andrew Ribolini

# Jeffrey S. Caron

Plymouth, New Hampshire 03264

## Professional Experience

### President and Executive Director, 2008-Present

Mount Prospect Academy: Plymouth, New Hampshire

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

### Executive Director, 2001-2003

Life Centered Learning Institute: Tilton, New Hampshire

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

### Head of Schools, June 2003-2007

The Becket School: Pike, New Hampshire

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

### Head of Schools, June 2003-2007

South Becket Alternative School: Bradford, Vermont

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

#### **Executive Director, 1998-2001**

East Haverill Academy: East Haverill, New Hampshire

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

#### **Treatment Coordinator, 1996-1998**

The Becket School: Pike, New Hampshire

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

#### **Education**

**Certificate for Advance Graduate Studies, C.A.G.S. 2001**

Curriculum Development and Academic Leadership  
Plymouth State College: Plymouth, New Hampshire

**Masters of Education, School Principal, 2001**

Plymouth State College: Plymouth, NH

**Masters of Education, School Counseling 1999**

Plymouth State College: Plymouth, NH

**Bachelor of the Arts, 1992**

Plymouth State College: Plymouth, NH

Major: Psychology

#### **Relevant Experience**

- Recipient of the "Eddy" 2006 for educational administrator of the year
- President of the Board, Association for Supervision and Curriculum Development 2007
- Conference Director of the New Hampshire Association for Supervision and Curriculum Development
- Representative to the ASCD Board of Directors meeting, San Antonio, Texas
- New Hampshire Private Special Educator Providers Counsel
- Academic Advisory Board for the Educational Excellence, Plymouth State College

- Team Member, New Hampshire Department of Education and Special Education Program Approval Process
- Certified Instructor for Nonviolent Crisis Intervention
- Member of Massachusetts State-Wide Coalition for Juvenile Fire setter Programs
- Member of New Hampshire Juvenile Fire setters Coalition
- Member of Phi Delta Kappa International
- Consultant for Choices in Community Support in Central New Hampshire
- Presenter and Speaker, 1999 Child Welfare League of America Conference: Brooklyn, New York
- Host and Speaker, First Annual Twin State Juvenile Fire setters Conference

To further my professional accomplishments and increase my knowledge through professional growth

University of New Hampshire  
BS Kinesiology: Outdoor Education

Becket Family of Services | Campton, NH

Leadership, ownership, and management of VPI-Campton campus

Plymouth State Univeristy | Plymouth, NH

Oversee training, supervision, and management of Residential Life operational staff

Becket Family of Services | Plymouth, NH

Provide leadership, crisis support, and training to Warren House, Rumney House, Campton House, East Haverill Academy, and Mount Prospect Academy

Pembroke Academy | Pembroke, NH

Provide educational support to challenging students with IEP requirements

Rivermen | Fayetteville, WV

Provide high quality experiences to a diverse set of clientele

- Risk management  
Strong organizational and managerial skills
- Ambition, drive, and work ethic
- Budgetary management and analysis
- Comprehensive competency-based training and evaluative systems  
Effective written and strong oral communication skills  
Collaborative and deliberative decision making

# MYLES C. WATSON

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## Objective

To utilize my organizational skills, educational background, and ability to work well with others to help provide support for at risk youth.

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## Experience

Becket Family of Services

January 2017- Present

### Program Manager

- Oversee day to day operations
- Interview potential employees
- Provide professional development for employees

Paragon- Federal Security

Vermont

### PSO

Protective Security Officer

July 2016- Dec- 2016

Contracted by the Dept. Of Homeland Security to protect federal employees and property.

Becket Family of Services/ V.P.I North

Wells River, VT

### Assistant Program Manager

April 2016- July 2016

Train Supervisors, in their daily duties, report writing procedures and policies.  
Oversee day to day operations and planning.

### Community Leader

May 2015 – April 2016

- House Supervisor: Oversee counselors/ Staff, schedule daily therapeutic programming for students, schedule staff members, write daily reports and notifications for childcare workers, clinicians and courts. Interview potential employees.

### Residential Youth Counselor

March 2015 - May 2015

- Mentor: keep students safe, provide treatment, administer medication, write daily reports.

Fidelis Security Services, Security Officer

May 2012 - Nov. 2014

Passaic County, NJ

- Prevent damage of company property, perform body searches on customers for weapons and any illegal contraband, administer age verification of patrons, prevent any threats, potential threats, or acts of violence
- SORA certified security officer

# MYLES C. WATSON

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**Braen Stone Industries/ Scale house operator** **June - August, 2013**  
Haledon, NJ

- Weigh trucks for incoming and outgoing material, take sales calls, give price quotes and enter sales into computer to place orders, set up delivery schedule and dispatch trucks for contractors and local orders, check and calculate pay for drivers on site.
- Responsible for 20-30 truck driver's daily routes and work schedule.

**Taekwondo Instructor - 1st Degree Black Belt** **July 2011 - Jan. 2013**  
N. Haledon, NJ

- Instruct children and adults ranging from ages 4 to 62 in Olympic style sparring. Eight students won gold medals in the New Jersey Taekwondo Championship under my coaching and training.
- Train children from ages 7 to 14 to compete in National sparring competitions as well as for recreational purposes.
- Taekwondo Instructor ages 2 ½ to 60.
- Assistant Instructor in self-defense and weapons training

**Penda Aiken Inc., Administrative Assistant/Data Entry** **May - August, 2010**  
Brooklyn, NY

- Enter and maintain company records on Excel spreadsheets, complete filing and secretarial work, enter new applicants into the company database system
- Represented Penda Aiken Inc. at job fairs and business meet and greets.
- Assisted PAI recruiters with interviewing candidates and assist with day to day activities

## Education

**Bergen Community College** **Summer 2012**

**Pennsylvania State University** **2007-2011**  
Bachelor of Science, Major: Criminal Justice ( Degree Seeking )  
Penn State Basketball walk-on 2007-2008

**Paterson Catholic High School** **2003-2007**  
H.S. Diploma  
Varsity Basketball 2004-2007, Varsity Football 2007, Track 2004-2007  
AAU Basketball Champion 2002-2003

## Certifications & Achievements

**Black Belt in Taekwondo** **1998-present**

- International Sparring competitor, 2012-2015
- Toronto Open Gold medalist, 2012

**Volunteer coach/ Referee at Taekwondo tournaments**

## MYLES C. WATSON

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**Licensed in Asbestos removal in the state of New York** **Cert. 2011 - 2016**

- Certified by the state of New York and its Dept. of Environmental Protection and OSHA

**Camp Counselor Camp Hope, Wayne NJ** **Summer, 2006**

- Camp Counselor of the Week Award for 9 weeks of a 10-week program.
- Camp Counselor Award for the Year program.

**Tough Mudder Marathon Charity** **2014**

- Finisher

### Recreational Activities

Basketball, Hiking, Snowboarding, Swimming, and Scuba Diving.

## Ian Sindlinger LCMHC

### License:

Licensed Clinical Mental Health Therapist (New Hampshire: July 2017)

### Education:

#### *Graduate:*

Plymouth State University

- M.S. Clinical Mental Health Counseling (CACREP certified) June, 2014

#### *Undergraduate:*

Plymouth State University

- B.S. of Psychology, Cum Laude December, 2009
- Studied abroad in London at Queen Mary University, Spring, 2009

### Work Experiences:

Becket VPI-Campton

Campton, NH

**Dec. 2016- Present**

- Milieu Clinician
- Providing individual, group, family and crisis intervention counseling, with a focus on adventure therapy.
- Assisting in easing tensions with students
- Creating & supporting a positive therapeutic environment
- Work in a residential setting

Genesis Behavioral Health

Plymouth, NH

**June 2014- Present**

#### *Currently:*

- Instructor for the "Child Impact Class", to support separating and divorcing parents

#### *Previously:*

- Child & Family Therapist
- Intake Assessments, Individual Therapy and Family Therapy
- Working with ages 5-18 years of age.
- DBT, CBT, Mindfulness, Stress management, Developing symptom recognition and management skills, and Emotional & Behavioral regulation skills.

Tree Solutions LLC.

Meredith, NH

**May 2014- July 2014**

- Ground man
- Tree (plant) care & trimming
- Tree removal

## Ian Sindlinger LCMHC

Mountain Valley Treatment Center Pike, NH Sept. 2013- Apr. 2014

- Residential treatment facility for young adults 15-21 years old with Anxiety and Social Phobia
- Providing support and programming for residents during non-academic and Therapeutic hours.
- Residential Youth Counselor (September 2013 to February 2014)
- Weekend Supervisor/Administrator (February 2014 to April 2014)

Mount Prospect Academy (Becket Family Services) Sept. 2009-Sept. 2013

- Community Leader and Weekend Supervisor/Administrator
- Assisting in easing tensions with students
- Promoting healthy living and public service
- Creating positive environment
- Work in a residential setting

The YGS Group York, PA 2008

- Preparation for large scale printing projects being assembled and distributed.

Birch Trail Minong, WI Summer 2007

- Rock-climbing instructor
- Counselor at female stay-away camp (ages 7-16).
- General maintenance throughout the camp, involvement in additional camp activities

### Interests/Community Involvement

- Trail running/Hiking
- Rock climbing
- Trail Maintenance (White Mountain trail adoption)
- Parent and family dynamic education & support
- Carpentry/ furniture refinishing
- Healthy living & cooking
- Secretary for Board of Trustees of Mountain Village Charter School.

**CONTRACTOR NAME**

Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this contract</b>
Jeffrey Caron	President	\$225,000	9%	\$20,000
Ladd Raine	HR Director	\$100,000	100%	\$100,000
Miles Watson	Program Director	\$70,000	100%	\$70,000
Ian Sindlinger	Clinical Supervisor	\$60,000	100%	\$60,000