



Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
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June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **sole source** agreement with Mount Prospect Academy, Inc. (Vendor #264251), to provide short-term secure residential shelter care services to male and female adolescents in crisis, in an amount not to exceed \$7,346,544, effective upon the Governor and the Executive Council approval through December 31, 2022. 50% Federal Funds, 50% General Funds.

Funds are anticipated to be available in State Fiscal Years 2020 through 2023 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	535-500376	Out of Home Placements	42105852	\$2,099,012
2021	535-500376	Out of Home Placements	42105852	\$2,099,013
2022	535-500376	Out of Home Placements	42105852	\$2,099,013
2023	535-500376	Out of Home Placements	42105852	\$1,049,506
			Total	\$7,346,544

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

This request is **sole source** because Mount Prospect Academy is the sole vendor in New Hampshire that is equipped to provide Residential Treatment Shelter Care services to this adolescent

population.

This purpose of this request is to ensure that secure residential treatment care services will be available seven (7) days per week 365 days per year for male and female youth. Payment shall be on a per child per day basis with a daily guaranteed minimum payment of the equivalent of twelve beds, regardless of whether or not those beds are filled.

The Department anticipates the Contractor will serve approximately 165 youth annually during each full State Fiscal Year of this contract based on past utilization rates.

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

Shelter care goals include: (1) providing stability and initial treatment for youth by providing services that emphasize structure, ensures safety, and close supervision and containment; (2) improving the youth's behavior through an effective behavioral management system based on their individual need; and (3) maintaining the youth's connection to their family by facilitating contact between them and introducing concepts that promote healthy relationships.

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

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

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

- 100% of youth are seen by a duly licensed physician or advanced practice registered nurse for a physical examination within 30 days of admission.
- In 95% of cases, the Contractor utilizes a user-friendly admission process and works cooperatively with the Department's referring staff.
- 80% of youth report that they are aware of the daily expectations of staff and youth.
- Individualized treatment plans are established for 100% of youth within ten (10) business days of admission.
- 80% of youth make documented progress in the behavior management program during their participation in the program.
- The Division's referring staff are provided with weekly written reports identifying progress of the youth, 90% of the time.
- The Contractor provides discharge summaries to the Department's referring staff, 90% of

the time, within one (1) business day of discharge.

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

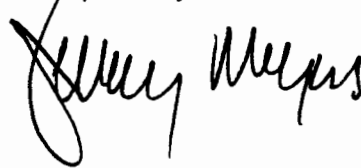
Should Governor and Executive Council not authorize this request, youth who are currently receiving this service at the shelter care program will be disrupted and the future youth who would be served would not have an option for the short-term care. Additionally, youth may have to access resources outside of New Hampshire which are more costly than shelter care.

Area served: New Hampshire

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written in a cursive style.

Jeffrey A. Meyers
Commissioner

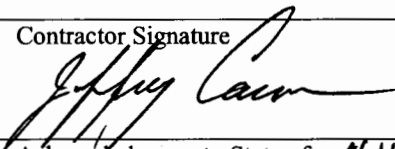
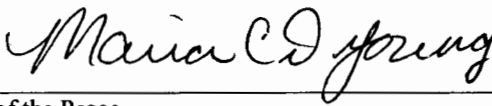
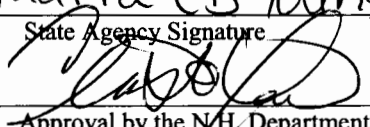
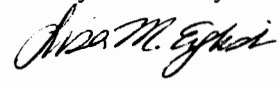
Subject: Shelter Care Residential Services for Youth (SS-2020-DCYF-04-SHELT)

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, Inc.		1.4 Contractor Address 354 Main St Plymouth NH 03264	
1.5 Contractor Phone Number 603-536-1102	1.6 Account Number 05-95-42-421010-29580000-500376-535	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$7,346,544.80
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Caron, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>6/6/19</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 or Justice of the Peace Notary Public - New Hampshire My Commission Expires January 18, 2022  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Maria CD Young, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>6/5/19</u>	
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: <u>6/6/2019</u>			
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.



New Hampshire Department of Health and Human Services
Shelter Care Residential Services for Youth in New Hampshire

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they shall 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 (NH) General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Shelter Care Program shall be limited to serving NH youth, aged 11 to 18 years, with a NH DCYF referral, or are a Child in Need of Services (CHINS), or are delinquent and that have a valid court order for the service.
- 2.1.2. The youths served may have special academic needs, since many have been identified as educationally disabled.
- 2.1.3. The program is not designed or expected to serve the following populations:
 - 2.1.2.1. Youth who are actively suicidal to the extent that the youth's capacity to participate in the program is impaired and that their safety within the program may be compromised. This determination shall be made by a qualified mental health professional, or a staff- member of a mental health facility;
 - 2.1.2.2. Youth who are intoxicated or under the influence of illegal or non-prescription drugs, or suffering from misuse of a prescribed drug such that a potential medical emergency exists;
 - 2.1.2.3. Youth who are diagnosed as actively psychotic or suffering from emotional disorders or chronic mental illness such that the youth's capacity to participate in the program is impaired;
 - 2.1.2.4. Youth who are physically assaultive to a degree which would endanger the safety of program youth or staff; or



**New Hampshire Department of Health and Human Services
Shelter Care Residential Services for Youth in New Hampshire**

Exhibit A

- 2.1.2.5. Youth who have been previously convicted or currently charged with the crime of arson (RSA 634:1), or have a history of fire setting such that the safety of the youth and staff may be immediately endangered.

2.2. Scope of Work

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

2.3. Core Shelter Care Services

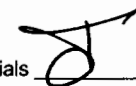
- 2.3.1. The Contractor shall be located at 30 Winnacunnet Road in Hampton, NH (girls) and 19 Owl Street in Campton, NH (boys).
- 2.3.1.1. In the event a location change is necessary, the Contractor shall submit an alternative plan in writing that must be approved by the Department.



**New Hampshire Department of Health and Human Services
Shelter Care Residential Services for Youth in New Hampshire**

Exhibit A

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- 2.3.2. The Contractor shall operate the shelter care facility program twenty-four (24) hours a day, 365 days per year.
- 2.3.3. The Contractor shall adhere to requirements of NH Code He-C4001, NH Residential Child Care Licensing Rules and all required state and local requirements for licensing, health and safety codes, and zoning.
- 2.3.4. The Contractor shall adhere to requirements of a program that is staff-secure according to NH Administrative Rule He-C 6350.02(ap), and is highly structured to safely house the youth in the residential setting using residential staff to ensure safety.
- 2.3.5. The Contractor shall be a therapeutic program that promotes responsibility, personal growth and positive behavioral changes in the youth, that includes, but is not limited to, the following short-term services:
- 2.3.5.1. Trauma reactivity and behaviors;
 - 2.3.5.2. Chronic running away;
 - 2.3.5.3. Substance use disorder;
 - 2.3.5.4. Physical aggression and acting out;
 - 2.3.5.5. Engagement in sexual acting out;
 - 2.3.5.6. Suicidal ideation and gesturing;
 - 2.3.5.7. Conflictual family and caretaker relationships;
 - 2.3.5.8. Demonstration of anti-social behavior;
 - 2.3.5.9. Educational issues;
 - 2.3.5.10. Mental Health Diagnoses; and
 - 2.3.5.11. Oppositional defiant and conduct disordered behaviors.
- 2.3.6. The Contractor shall maintain a dorm space and dedicated staff for the residential services program separate from other services that may be offered at the location. The programs shall share common areas which shall include, but are not limited to:
- 2.3.6.1. Kitchen and dining hall;
 - 2.3.6.2. Recreational areas;
 - 2.3.6.3. Educational facilities; and
 - 2.3.6.4. Meeting rooms.
- 2.3.7. The Contractor shall have participants function as part of a community and engage in a variety of structured, supervised activities which shall include, but not be limited to:
- 2.3.7.1. Educational programming



June 6 2019



**New Hampshire Department of Health and Human Services
Shelter Care Residential Services for Youth in New Hampshire**

Exhibit A

- 2.3.7.2. Physical activities;
- 2.3.7.3. Therapeutic services; and
- 2.3.7.4. Community service/volunteer activities.
- 2.3.8. The Contractor shall have participants, as members of the residential community, be responsible for:
 - 2.3.8.1. Maintaining their sleeping area in a clean, orderly fashion;
- 2.3.9. The Contractor shall have participants, as members of the residential community participate in a rotating schedule of chores that includes:
 - 2.3.9.1. Cleaning the common area (tidying up, vacuuming, sweeping, emptying trash, etc.)
 - 2.3.9.2. Assisting with meal preparation and clean-up.
- 2.3.10. The Contractor shall allow some intermingling of other students receiving residential services and shared activities as appropriate. The Contractor shall not tolerate any program disruptions, and other students who cannot control their behavior shall be kept separate from shelter care residents and vice versa.
- 2.3.11. The Contractor shall meet all of the requirements of a Shelter Care Facility, as defined in NH Administrative Rule He-C6350. The program design shall target a short-term model of service delivery that provides rehabilitative services that meet the requirements identified in NH Administrative Rule He-6420. In addition to these requirements, the Contractor shall be required to:
 - 2.3.11.1. Conduct a psychosocial assessment;
 - 2.3.11.2. Develop a treatment plan within ten (10) business days of the youth's admission to the program;
 - 2.3.11.3. Assess treatment plan goals regularly and document in weekly progress reports; and
 - 2.3.11.4. Conduct additional assessments that may be included in the youth's court order.
- 2.3.12. The Contractor shall provide less than a thirty (30) minute response to referrals made by Department and the program shall be available to the Department twenty-four (24) hours per day, seven (7) days per week, 365 days per year.
- 2.3.13. The Contractor shall comply and demonstrate continued compliance with the U.S. Department of Justice, the Prison Rape Elimination Act (PREA) of 2003 and shall designate a PREA administrator for the program.



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

2.4. Intake

- 2.4.1. Upon referral, the Contractor shall complete an assessment and evaluation for each potential program participant.
- 2.4.2. Upon arrival, the Contractor shall assign each participant a Milieu Clinician.
- 2.4.3. The Contractor shall ensure that each student's level of risk is determined so that appropriate levels of supervision and intervention can be maintained.
- 2.4.4. The Contractor shall ensure the Program Director and/or Intake/Assessment Coordinator(s), or designated individual, shall conduct a pre-intake evaluation to assess the appropriateness of placement.
- 2.4.5. The Contractor shall ensure planned admissions and after-hour emergency admissions shall be made through the Intake/Assessment Coordinator(s) via a designated phone number. The phone line shall be staffed 24 hours a day, 365 days a year. The Contractors shall respond to calls within 30 minutes.
- 2.4.6. The Contractor shall ensure the Intake/Assessment Coordinator(s) notifies the referring agency and uses his/her best efforts to advise the referring agency when a bed is likely to be available. If no beds are available, the student can be added to the program's waiting list.
- 2.4.7. Intake information on each child shall be obtained upon admission, to include but not limited to:
- 2.4.7.1. Copies of court orders relating to the approval of and payment for the placement;
- 2.4.7.2. Copies of authorizations for emergency medical or court-ordered services;
- 2.4.7.3. Department's DCYF case plan, if available; and



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- 2.4.7.4. A photograph of the child before or upon arrival at the shelter care program.
- 2.4.8. The Contractor shall ensure an intake meeting shall be held upon the established admission date, with the student and whenever possible, his or her family and a representative from the referring agency. During this meeting, the student and his/her family shall be introduced to the assigned clinician.
- 2.4.9. The Contractor shall hold intake meetings for cases of emergency intake, as soon as practicable or the next business day.
- 2.4.10. The Contractor shall ensure the intake meetings shall provide orientation of the student and his or her family and other involved parties to the treatment planning process and program expectations. At a minimum, the meeting shall seek to accomplish the following:
 - 2.4.10.1. Review expectations of student, family and community resources, as they relate to treatment and program participation;
 - 2.4.10.2. Complete required paperwork including the intake packet, informed consent, and approved contact list;
 - 2.4.10.3. Conduct a preliminary discussion about potential treatment goals and objectives;
 - 2.4.10.4. Explain the treatment planning process and identify key treatment team members;
 - 2.4.10.5. Share contact information;
 - 2.4.10.6. Answer any questions that the child or his or her family may have about the program or treatment plan; and
 - 2.4.10.7. If the child's family is present, initial work on family assessments and home-time contracts also may occur during this initial meeting.
- 2.4.11. Upon completion of the intake meeting, the Contractor shall ensure that either the Intake/Assessment Coordinator, Clinical Director, or Milieu Clinician transitions the student into the program.

2.5. Clinical

- 2.5.1. The Contractor shall provide group and individual counseling that based on each youth's treatment plan. Substance misuse counseling and/or education must be provided for each youth, as appropriate. The program shall employ, at a minimum, one-half day per week, consultation services from a clinician and/or a prescribing practitioner licensed with the NH Board of Mental Health Practice or NH Board of Psychology who meets the qualifications of NH Administrative Rule He-C6344, to provide:
 - 2.5.1.1. Dual diagnosis of Mental Health and Substance Abuse Evaluation



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- 2.5.1.2. No more than thirty (30) evaluations conducted per fiscal year the fiscal year.
- 2.5.2. The Contractor shall complete evaluations based on the following guidelines:
 - 2.5.2.1. Evaluations shall only be conducted on adjudicated youth, identified by the Department's referring staff as in need of this service.
 - 2.5.2.2. Evaluations shall be completed within a twenty-one (21), to thirty (30) calendar-day period, unless an alternative period beyond thirty (30) days is established by the court or the Department's referring staff. The time frame for completing evaluations begins on the day of admission.
 - 2.5.2.3. Evaluations are complete when the written document has been delivered by electronic transmission or U.S. mail to the Department's referring staff.
- 2.5.3. The Contractor shall ensure a nursing assessment be completed within 24 hours of admission.
- 2.5.4. The Contractor shall ensure a clinician be assigned to all participants. The clinician shall establish treatment goals and expectations in conjunction with other stakeholders as follows:
 - 2.5.4.1. Treatment goals and expectations shall be identified during the participant's treatment plan during the first ten (10) days of residing in the program; and
 - 2.5.4.2. Treatment goals shall be measured weekly and documented in weekly progress reports and sent to the Department's referring staff.
- 2.5.5. The Contractor shall ensure the Milieu Clinician provides overall case management and clinical support to the participant and their family, and facilitate weekly phone calls with the referral sources and identified family systems.
 - 2.5.5.1. The Milieu Clinician shall use various evidence-based approaches, including, but not limited to:
 - a. Strength-based counseling;
 - b. Safety and behavior counseling;
 - c. Communication support;
 - d. Anger management; and
 - e. Trauma-focused counseling.
- 2.5.6. The Contractor shall ensure the Milieu Clinician, within ten (10) days following a student's admission, complete an initial psychosocial assessment and develop a treatment plan. This assessment shall serve as the foundation upon which the initial treatment and preliminary aftercare plans are developed.



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- 2.5.6.1. The Milieu Clinician shall, within ten (10) days of admission, develop an individualized treatment plan (ITP) for each student.
- 2.5.6.2. The ITP shall be reviewed and approved by the Clinical Director prior to implementation.
- 2.5.6.3. The ITP shall include a permanency plan, a concurrent plan and a community reintegration and transition plan.
- 2.5.6.4. ITP goals shall be assessed regularly and documented in a weekly progress report.
- 2.5.6.5. ITP's shall be updated as necessary to respond to emerging and evolving needs of each student.
- 2.5.7. The Contractor shall ensure the Milieu Clinician provides a minimum of one (1) individual session and two (2) group counseling sessions per week, utilizing cognitive behavioral and "mindfulness movement" therapeutic approaches.
- 2.5.8. The Milieu Clinician may use other assessment tools to best plan for treatment, which may include, but not be limited to:
 - 2.5.8.1. Youth Level of Service/Case Management Inventory;
 - 2.5.8.2. Addiction Severity Index;
 - 2.5.8.3. Beck Depression Inventory; and
 - 2.5.8.4. Beck Anxiety Inventory.
- 2.5.9. The Contractor shall have a State of NH Licensed Drug and Alcohol Counselor to conduct alcohol and drug abuse evaluations specified in NH Administrative Rule He-C6344, if deemed necessary by the individual's treatment team. The Contractor's Clinical Director, who is a practitioner licensed by the NH board of mental health practice or NH board of psychologists and shall complete the diagnostic evaluations if deemed necessary by the individual's treatment team.
- 2.5.10. The Contractor shall provide rehabilitative services that meet the requirements of NH Administrative Rule He-6420 for the short-term model of service delivery.
- 2.5.11. The Contractor shall ensure that participants receive one (1) to two (2) hours of individual therapy each week and two (2) hours of group therapy per week.
- 2.5.12. The Contractor shall use trauma-informed evidence-based therapies to best help each participant and meet their needs while maintaining a strength-based approach. These approaches include but are not limited to:
 - 2.5.12.1. Crisis Stabilization;
 - 2.5.12.2. Trauma Informed Cognitive Behavior Therapy;
 - 2.5.12.3. Motivational Interviewing;
 - 2.5.12.4. Life Skills Training;
 - 2.5.12.5. Mindfulness Practices;



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- 2.5.12.6. Experiential Therapy;
- 2.5.12.7. Dance/Movement Therapy;
- 2.5.12.8. Eye Movement Desensitization and Reprocessing (EMDR);
- 2.5.12.9. Dialectical Behavior Therapy (DBT); and
- 2.5.12.10. Crisis Stabilization.

2.6. Family Component

- 2.6.1. The Contractor shall incorporate a family-centered focus that is reflected in the program's milieu. The facility shall have a family component that emphasizes on-site services facilitated by the Family Worker. The primary focus shall be that the program's philosophy endorses a family-centered model. The program shall provide the following services to families including but not limited to:
 - 2.6.1.1. Supportive system of verbal and written communication with families;
 - 2.6.1.2. Flexible visiting hours, 10:00 AM – 7:00 PM daily;
 - 2.6.1.3. Supervised visitation that accommodates the family's schedule;
 - 2.6.1.4. Transportation for and coordination of scheduled home visits;
 - 2.6.1.5. Supportive services that promote family reunification when identified by the Department's referring staff;
 - 2.6.1.6. Services and activities that promote family involvement at the residential setting from intake to discharge;
 - 2.6.1.7. Parental education and family counseling;
 - 2.6.1.8. Facilitate and supervise telephone communication between youth and family members;
 - 2.6.1.9. Be available by telephone to respond to family members' routine inquiries on nights, weekends, and during youth's home visits; and
 - 2.6.1.10. Receipt of weekly progress reports.

2.7. Medical

- 2.7.1. The Contractor shall provide the services of a Registered Nurse (RN), and provide this plan to the Department quarterly. Adequate coverage, for a minimum of two hours daily and onsite coverage as necessary, to ensure that services include, but not be limited to:
 - 2.7.1.1. Conducting intake health assessments within twenty-four (24) hours of admission and taking appropriate action if the health assessment unearths any concerns that warrant further examination;
 - 2.7.1.2. Overseeing the administration of medications and training staff in proper techniques for medication administration, monitoring and storage;


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- 2.7.1.3. Coordinating medical examinations for youth in accordance with NH Administrative Rule He-W 546 (see Section 2.6.5);
- 2.7.1.4. Scheduling a physical with the youth's Primary Care Physician (PCP). If not possible, either because the youth does not have a PCP, the PCP's office is prohibitively far away, or the PCP cannot schedule an appointment within 30 days, the RN shall secure an appointment for the youth with a local doctor or urgent care facility;
- 2.7.1.5. Maintaining medical records, including physical exam reports, for each program participant and providing copies to the Department's referral source at discharge in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA);
- 2.7.1.6. Providing medical care to program participants as required, conduct preliminary assessment of participant injury/illness to determine what level of care is necessary. If the level of care exceeds on-site capacity, facilitate the transfer of participant to an appropriate medical facility;
- 2.7.1.7. Liaising with the Psychiatric Consultant relative to participant medication and guiding staff accordingly.
- 2.7.2. The Contractor shall provide nursing services during non-business hours, including weekends and holidays with nursing staff who take turns being "on call" via phone for medical consultation.
- 2.7.3. The Contractor shall ensure that acute care be provided by the nearest urgent care facility or emergency room depending on the severity of the injury/illness.
- 2.7.4. The Contractor shall provide an alternative medical staffing plan to be approved by the Department should the need arise due to special circumstances.
- 2.7.5. The Contractor shall provide access to a medical provider(s) who shall conduct health care assessments for all new admissions, acute care and oversee the administration of medications. The Contractor shall also establish safeguards through staff training on medication administration, monitoring and storage.
- 2.7.6. The Contractor shall provide medical examinations for youth in accordance with NH Administrative Rule He-W 546. Youth shall receive this service within thirty (30) days of admission, if not completed in the year prior to admission.
 - 2.7.6.1. The Contractor shall retain documentation demonstrating that a comprehensive physical exam has been completed within the year if this service is not completed.
 - 2.7.6.2. The Contractor shall ensure the youth be seen by a physician assistant or advanced practice registered nurse if the health assessment referenced in 2.6.1.1 identifies any concerns warranting further examination.

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2.7.6.3. The Contractor shall provide copies of the physical examination report to the Department's referral source at discharge in accordance with HIPAA and all required releases.

2.7.7. The Contractor shall also comply with all of the other health care requirements in NH Administrative Rules He-C 6350, He-C 4001, and He-C 6420.

2.7.8. The Contractor shall have reasonable access to the services of licensed health practitioners and dentists, including emergency services.

2.7.9. The Contractor shall not bear the cost of medical services authorized by the Department and provided outside the facility, except for sub-contracted assessments, if any.

2.8. Recreation

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

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

2.8.2.1. State-of-the-art ropes course and climbing tower;

2.8.2.2. Miles of hiking trails;

2.8.2.3. Campsites, several wood-heated cabins for winter use;

2.8.2.4. A paintball course;

2.8.2.5. Disk-golf course;

2.8.2.6. Mountain bikes;

2.8.2.7. Backpacking gear for hiking;

2.8.2.8. Canoes, kayaks, paddleboards, inner tubes;

2.8.2.9. Cross country skis; and

2.8.2.10. Snowshoes.

2.9. Education

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- 2.9.1. The Contractor shall provide an educational component which shall provide academic programming for each youth that meet the standards set by the NH Department of Education (DOE) for education services, in accordance with RSA 186:11, XXIX, RSA 21-N:9 and 11, and NH Administrative Rule Ed 1100 and Ed 400. The primary focus shall be working with the youth's home school to ensure that there remains continuity in the youth's education.
- 2.9.2. The Contractor shall provide an educational program, which may operate a traditional school year (10 months) with a two-month summer program. The Contractor shall provide extended school year services to any youth whose Individualized Education Program (IEP) requires it.
- 2.9.3. The Contractor shall comply with the educational services in accordance with NH Administrative Rule Ed 1100 if a youth is identified as a youth with a disability.
- 2.9.4. The Contractor shall provide educational services to those students unable to attend classes through the educational program in a manner which is agreeable to the Division for Children Youth and Families in consultation with the Department of Education.
- 2.9.5. The contractor shall provide an educational program, which has the ability to provide credit for students based on work completed.
- 2.9.6. The Contractor shall appropriately supervise and provide Extended Learning as defined in Ed 306.02 when appropriate.
- 2.9.7. The Contractor shall ensure that the educational component complies with the applicable requirement identified in NH Administrative Rule He-C6350.18.
- 2.9.8. The Contractor shall work with the Department, in conjunction with DOE, to determine the portion of the annual budget that is for educational services.
- 2.9.9. The Contractor's educational staff shall provide the Department with copies of the final educational discharge summary to the Juvenile Probation and Parole Officer (JPPO)/Child Protective Services Worker (CPSW) within one (1) day of discharge from the Shelter. The information shall be used to draw the Department's attention to educational implications that may factor into the youth's ability to function in their local school setting.
- 2.9.10. The Contractor shall ensure that the facility is eligible to receive Title I, Part D funding.
- 2.9.11. The Contractor shall ensure that the Department is provided copies of all educational reports/summaries during the youth's stay at the facility.
- 2.9.12. The Contractor shall work with the sending and receiving schools to assist in the facilitation of the youth's education plan, move back into the identified school or transition into the new school upon discharge as well as coordinate any school credit earned.
- 2.9.13. Reserved



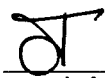
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2.9.14. Reserved

2.10. Transportation

- 2.10.1. The Contractor is not expected to provide transportation to other residential treatment programs.
- 2.10.2. The Contractor shall provide a sufficient ratio of drivers and assume the cost of a transportation component, which shall include transportation to and from:
 - 2.10.2.1. Local medical, dental or behavioral health related appointments;
 - 2.10.2.2. Department authorized home visits;
 - 2.10.2.3. Department authorized court appearances; and
 - 2.10.2.4. For any transportation required as part of the Contractor's recreation and school component.
- 2.10.3. The Contractor shall ensure that any vehicle used for transportation of youth shall be:
 - 2.10.3.1. Properly inspected, registered and insured;
 - 2.10.3.2. The driver holds a valid driver's license in the State of NH; and
 - 2.10.3.3. Driver shall be insured.
- 2.10.4. The Contractor shall provide transportation to and from all program-related appointments and meetings which shall include, but are not be limited to:
 - 2.10.4.1. Local medical, dental or behavioral health-related appointments;
 - 2.10.4.2. Department-authorized home visits; and
 - 2.10.4.3. Department authorized court appearances.
- 2.10.5. The Contractor shall provide transportation for all recreation, school and community-service related activities.
- 2.10.6. The Contractor's vehicles utilized by this program shall be:
 - 2.10.6.1. Properly inspected and registered;
 - 2.10.6.2. Insured;
 - 2.10.6.3. Maintained in good working order; and
 - 2.10.6.4. Shall be equipped with basic safety equipment which shall include, but is not limited to:
 - 2.10.6.4.1. Spare tire;
 - 2.10.6.4.2. Jack;
 - 2.10.6.4.3. First aid kit;
 - 2.10.6.4.4. Fire extinguisher; and


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2.10.6.4.5. Accident insurance packs.

2.10.7. The Contractor's drivers shall be employees who meet the following requirements:

- 2.10.7.1. Be at least 21 years of age;
- 2.10.7.2. Hold a valid NH driver's license;
- 2.10.7.3. Have an acceptable driving record;
- 2.10.7.4. Be insured; and
- 2.10.7.5. Must follow Becket's safe driving protocols.

2.11. Discharge Procedures

- 2.11.1. The Contractor shall discharge youth in accordance with the plan devised by the Department's referring staff or an order from the court. Any other discharges must fall within the criteria, which would exclude a youth from participation in the program (see Section 2.1, Covered Population).
- 2.11.2. The Contractor shall promptly notify the Department's referring staff and the DCYF Program Specialist of the decision to discharge a youth from the program. The discharge shall not occur until after 48 hours of notifying the Department's referring worker during the week or until 72 hours of notifying the Department's referring worker on a weekend.
- 2.11.3. For all discharges initiated by the Contractor under the above provision, a discharge summary shall be submitted to the Department's DCYF Program Specialist, with a copy to the Department's referring staff. This summary shall be submitted within one (1) business day of the discharge, consistent with NH Administrative Rule He-C 6350.12(j), and an updated copy of the youth's information sheet shall be forwarded to the referring worker.
- 2.11.4. In the case of a youth who runs away or leaves without permission from the residential setting, the provider authorization for services shall be closed on the day the youth runs away. The provider shall be paid for the youth through the day the youth leaves the facility, consistent with NH Administrative Rule He-C 6350.04.
- 2.11.5. The Contractor shall prepare a discharge summary for each student on or before the discharge date and, in all cases, it shall be completed within one (1) business day following discharge.
- 2.11.6. The Contractor's final progress report shall include, in addition to information contained in a progress report per He-C 6350.14:
 - 2.11.6.1. Reason for discharge;
 - 2.11.6.2. Where the student was discharged;



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- 2.11.6.3. Needs of the student which remain to be met, including statements in regard to progress within each identified treatment domain;
- 2.11.6.4. Aftercare plan for meeting needs of the student;
- 2.11.6.5. Discharge Medication Status;
- 2.11.6.6. Copies of the most recent treatment plan; and
- 2.11.6.7. Academic records, including most recent report card, and if applicable, IEP.
- 2.11.7. The Contractor shall initiate discharge in the event that a program participant engages in behaviors that are contrary to the criteria for program participation as indicated in Section 2.1.3.
- 2.11.8. The Contractor shall promptly notify the Department's referring staff and DCYF Program Specialist of the decision to discharge a youth from the program should a decision be made to discharge a participant for engaging in prohibited behaviors.
 - 2.11.8.1. Discharge shall not occur until after 48 hours of notifying the Department's referring worker during the normal workweek, or 72 hours on a weekend.
 - 2.11.8.2. A discharge summary shall be submitted to the Department's DCYF Program Specialist with a copy to the Department's referring staff. This summary shall be submitted with one (1) business day of the discharge as per NH Administrative Rule HE-C 6350.12(j).

3. Staffing

3.1. Staff Qualifications and Training

- 3.1.1. The Contractor shall provide a minimum staff to youth ratio of 1:3.
- 3.1.2. For each site (boys and girls), the Contractor shall provide at least two (2) overnight staff during youth sleeping hours. If there are less than four (4) children at the shelter, the second staff may be a floating staff member shared with other programs within the building to assist during room checks and provide additional support should an issue arise.
 - 3.1.2.1. The Contractor shall ensure one staff remain on each gender floor; and
 - 3.1.2.2. The Contractor shall provide staff with two-way radios to facilitate communication.
- 3.1.3. The Contractor shall provide an on-call system with the administrative staff to provide support and consultation by phone at all times to direct care workers.
- 3.1.4. The Contractor shall ensure the ability to provide relief staff and the ability to respond to crisis or emergency situations.



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- 3.1.5. The Contractor shall ensure the staff include administrative and direct care staff as well as consultants and support staff needed to operate the facility.
- 3.1.6. The Contractor shall work with the Department to determine the portion of staff time that is reimbursable as Medicaid services, including obtaining worker time samples.
- 3.1.7. The Contractor shall ensure in the location-serving girls, have 1.0 FTE Nurse position, which shall be shared with the other programs located at the facility.
- 3.1.8. The Contractor shall ensure in the location serving boys, to participate in the shared nursing services rotation provided to other Mount Prospect Academy programs in that area consistent with NH Administrative Rule He-c 6350.18, (2)(c). The Nurse shall be supervised by the applicable Program Director or Administrator.
- 3.1.9. The Contractor shall have .2 FTE Clinical Director position for each site ensuring that clinical staff have access to at least 8 hours of support, supervision weekly at each site. The Clinical Director shall be supervised by the applicable Program Director.
- 3.1.10. The Contractor shall have one 1.0 FTE Program Director/Program Manager which shall be located at each site, with the understanding that the Executive Director may be shared with other service lines offered at the site or other sites and supervise the program director/manager dedicated to the shelter care program. The Program Director shall be responsible for coordinating and running the day-to-day operations of the program which shall include, but is not be limited to:
 - 3.1.10.1. Supervising residential staff and counselors;
 - 3.1.10.2. Participating in admission of new residents;
 - 3.1.10.3. Ensuring smooth orientation into the program;
 - 3.1.10.4. Overseeing enforcement of program, policies and procedures; and
 - 3.1.10.5. Participating in the development and implementation of residents' community treatment care plans.
- 3.1.11. The Contractor shall adhere to the following requirements when staffing the facility consistent with NH Administrative Rules He-C 4001 and He-C 6350:
 - 3.1.11.1. All staff are at least 21 years of age;
 - 3.1.11.2. Any staff with driving responsibilities must have a driver's license valid in the State of NH and a good driving record.
 - 3.1.11.3. The Program Director must be full-time and meet the requirements identified in NH Administrative Rules He-C4001.19 and He-C 63503.11.
 - 3.1.11.4. Medical staff must be licensed by the appropriate licensing board;



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- 3.1.11.5. Educational staff must meet DOE requirements;
- 3.1.11.6. Child care workers must meet the requirements identified in NH Administrative Rule He-C4001(19);
- 3.1.11.7. The prescribing practitioner shall be licensed by the NH Board of Mental Health Practice or NH Board of Psychology consistent with NH Administrative Rule He-C 6350.02(2) (ae);
- 3.1.11.8. The Contractor must identify a Prudent Parent for the program;
- 3.1.11.9. The Contractor must identify a PREA Coordinator for the program;
- 3.1.11.10. The Masters' level clinician position (Licensed Social Worker) shall be licensed by the State of NH; and
- 3.1.11.11. All other support staff shall have appropriate degrees for their discipline, experience with youth and if required by NH, duly licensed, registered or certified to practice in their profession.
- 3.1.12. The Contractor shall ensure that staff are trained in accordance with NH Administrative Rule He-C 6350.11(i) – (m). There shall be an emphasis on training that prepares staff to care for youth in a short-term program.
- 3.1.13. The Contractor shall ensure program personnel shall:
 - 3.1.13.1. Be at least 21 years of age;
 - 3.1.13.2. Participate in staff orientation which shall include training in First Aid and CPR, physical intervention and de-escalation techniques such as CPI or Safety Care; and
 - 3.1.13.3. Read and acknowledge their understanding of NH domestic violence protocols and requirements for child abuse reporting.
- 3.1.14. The Contractor shall ensure training for staff complies with all standards specified in applicable licensing and certification regulations.
- 3.1.15. The Contractor shall ensure that proposed staffing is grouped according to primary areas of focus which shall include:
 - 3.1.15.1. Residential Services;
 - 3.1.15.2. Clinical Services;
 - 3.1.15.3. Health Services; and
 - 3.1.15.4. Educational Services.
- 3.2. Other Programmatic Considerations**



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- 3.2.1. The Contractor's physical environment must adhere to requirements within the NH Administrative Rule He-C 4001, and must meet state and local requirements. This includes licensing, health and safety codes. It is the responsibility of the Contractor to secure appropriate zoning if required by the local town. The Contractor is responsible for furnishing the facility in a functional and attractive manner. When possible, the living space for the youth population should be normalized.
- 3.2.2. The Contractor shall maintain a crisis response and on-call system in which key administrative and clinical staff take turns "on call" so that there shall be an on-call administrator and clinician available by phone at all times. In the event of a clinical or administrative crisis, program staff shall call the on-call number for assistance. In response to the call, the Administrator on Duty shall formulate a response plan, which may include, but is not limited to:
 - 3.2.2.1. Providing additional on-site support (either in-person, or by calling in off-duty staff);
 - 3.2.2.2. Calling for emergency assistance (police, ambulance); and
 - 3.2.2.3. Recommending a plan of action.
- 3.2.3. The Contractor shall retain a complete copy of each student's records for a period of five (5) years.
- 3.2.4. The Contractor shall report to local law enforcement any youth who abscond from the program so that the incident is report to the National Crime Information Center and a police report number is obtained. The Contractor shall notify the Department referring staff and parent or guardian when a youth absconds.
- 3.2.5. The Contractor shall work with local law enforcement to report any crime committed by referred youth for further investigation.

4. Performance Measures

- 4.1. Youth were provided with quality staff-secure residential services, as evidenced by:
 - 4.1.1. The Contractor achieving an 80% consumer satisfaction rating for the first year of the contract, and an 85% consumer satisfaction rating for the second year of the contract. Consumer is identified, for the purpose of this contract, as the youth served and their parents or caretakers; and
 - 4.1.2. 100% of youth were seen by a duly licensed physician or advanced practice registered nurse for a physical examination within 30 days of admission consistent with Section 2.7.6.
- 4.2. Upon intake into the program, each youth's immediate individual needs were identified by the Contractor, as evidenced by:

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- 4.2.1. In 100% of the cases, upon each youth's entry into the program, the Contractor utilized and completed a standardized intake sheet that captured essential information pertaining to the youth; and
- 4.2.2. In 95% of the cases, the Contractor utilized a user-friendly admission process that worked cooperatively with the Department's referring staff.
- 4.3. Youth experienced stability during their stay, as evidenced by:
 - 4.3.1. 80% of youth reported feeling that they were physically safe in the program;
 - 4.3.2. 80% of youth reported feeling that the program was structured, in that they were aware of the daily expectations of staff and youth; and
 - 4.3.3. In 95% of the cases in which a youth ran away from the program, the Contractor's staff utilized intervention techniques to prevent the youth from running (e.g. crisis management, de-escalation techniques, peer supports, 1:1 staff/youth supervision), as documented through the staff's daily reporting.
- 4.4. Youth improved their behavior through the Contractor's effective behavioral management system, as evidenced by:
 - 4.4.1. Within 24 hours of entry into the program, 100% of youth were provided with an orientation where the behavioral expectations and the Contractor's program rules were explained to them which shall include PREA;
 - 4.4.2. Individualized treatment plans were established for 100% of youth within ten (10) business days of the youth's admission to the program; and
 - 4.4.3. 80% of youth made documented progress in the behavior management program during their participation in the program.
- 4.5. Youth were able to maintain a connection to their family or caretaker, as authorized by the Department's staff, and as evidenced by:
 - 4.5.1. In 100% of the cases, the Contractor's documented facilitation of contact between youth and family; and
 - 4.5.2. In 90% of the cases wherein the Department requested this interaction, the Contractor's documented introduction to the youth and family of concepts that promote healthy relationships.
- 4.6. The long-term well-being of each youth was supported by the Contractor, as evidenced by:
 - 4.6.1. In 95% of the cases, the Department's referring staff reported that the Contractor actively supported the development of permanency or appropriate discharge planning;

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- 4.6.2. 90% of youth completed their stay at the shelter until the Department's planned discharge date;
 - 4.6.3. The Contractor accepted 100% of the Department's appropriate referrals to the program (excluding referrals made, but not accepted, due to the limit established on the facility's license and the contract).
 - 4.6.4. 100% of authorized assessments were conducted (unless participation in the program terminated prior to timely completion) and resultant reports timely submitted to the Department;
 - 4.6.5. The Division's referring staff were provided with weekly written reports identifying progress of the youth, 100% of the time; and
 - 4.6.6. The Contractor provided discharge summaries to the Department's referring staff, 100% of the time, within one (1) business day of discharge.
- 4.7. The Contractor shall work closely with DCYF to develop strategies for data collection to measure compliance with desired outcome measures. Outcomes include but are not limited to:
- 4.7.1. Suspected child abuse reporting policy shall be adhered to 100% of the time;
 - 4.7.2. Individual treatment plans shall be completed no later than the first business day following ten (10) days after admission 90% of the time;
 - 4.7.3. Weekly progress reports shall be sent no later than 5:00 PM on the second business day following the weekend;
 - 4.7.4. The Intake Packet shall be completed 100% of the time by the Intake/Assessment Coordinator no later than 24 hours following admission, or, if information is not available, document efforts to complete said packet with a memo outlining missing information;
 - 4.7.5. Every participant shall receive a nursing assessment within twenty-four hours of admission 100% of the time;
 - 4.7.6. Referral inquiries to our referral hotline are responded to within 30 minutes 90% of the time and within one hour 100% of the time, including overnight emergency inquiries;
 - 4.7.7. All critical incidents, including student injuries, student aggression, managements, holds and similar incidents, are documented and brought to the attention of the Program Director and Clinician, with the expectation that staff conduct in these situations is not deemed abusive or neglectful 100% of the time;
 - 4.7.8. Staff are able to promptly identify that a participant has absconded 100% of the time (upon bed-check during overnights) following said event;


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- 4.7.9. For participants demonstrating behaviors that require them to be held or maintained out of program to ensure safety of self and others, said behaviors shall be reduced during the course of student stay in the program 80% of the time;
- 4.7.10. There is documented facilitation of youth or caregiver contact, unless prohibited by DCYF or other appropriate authorities, 100% of the time.
- 4.8. **He-C6350 Certification for Payment Standards for Residential Treatment Programs**
- 4.8.1. The Contractor shall comply with the following:
- 4.8.1.1. The Contractor shall provide a program which shall provide staff-secure short-term care for sixty (60) days or less to children in crisis who are awaiting further placement, evaluation, completion of a service plan, or court action as follows:
- 4.8.1.1.1. Staffing during awake hours shall be at a ratio of 1:3 which shall include:
- 4.8.1.1.1.1. One (1) clinical coordinator; and
- 4.8.1.1.1.2. One (1) family worker.
- 4.8.1.1.2. Two (2) awake overnight staff shall be available at the shelter care program. Should the census drop below four (4) children, two (2) overnight staff shall be maintained, of which one (1) overnight staff shall remain awake in the building; The program shall secure the services of a registered nurse for a minimum of two (2) hours daily;
- 4.8.1.1.3. The program shall secure the services of a Clinical Director who shall have a Master's Degree in social work, mental health counseling, marriage and family therapy, psychology, guidance counseling or other related field and be licensed by the NH Board of Mental Health Practice, plus have at least four (4) years of experience working in the field;
- 4.8.1.1.4. The Clinical Director shall be responsible for oversight of the Clinical Services component of the program which shall include, but is not limited to:
- 4.8.1.1.4.1. Providing supervision and support regarding the initial and ongoing case management/clinical process for all identified Milieu Clinicians, Family Workers and Recreational Therapists;

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- 4.8.1.1.4.2. Supporting clinical staff in completing the intake/assessment process by utilizing youth and family driven care;
- 4.8.1.1.4.3. Supporting ongoing professional development training opportunities for clinical, residential, and other direct-care staff directly correlated with the milieu process;
- 4.8.1.1.4.4. Continuing to research current evidence-based practices to support all identified treatment and assessment options that are being provided to referred clients and families.
- 4.8.1.1.5. The Residential Program Manager shall serve as the designated Prudent Parent and PREA Administrator, which shall include, but is not limited to:
 - 4.8.1.1.5.1. Ensuring that the program complies with the requirements of SSA 465(10)(A) and PREA; and
 - 4.8.1.1.5.2. Preparing all associated reporting and recordkeeping.
- 4.8.1.1.6. The Contractor shall provide placement for children under RSA 169-B and RSA 169-D;
- 4.8.1.1.7. The Contractor shall provide services that assist the child to prevent the need for further placement until such time as there is a subsequent court order; and
- 4.8.1.1.8. The Contractor serve children between the ages of 11 and 18 years of age, who shall not be suffering from acute mental disorders or substance abuse withdrawal.
- 4.8.1.2. The Contractor shall maintain a multi-disciplinary, self-contained means of service delivery in a highly monitored setting to meet the needs identified within the treatment plan, as follows:
 - 4.8.1.2.1. The shelter care program shall respond with appropriate interventions to stabilize the behaviors of children in placement;
 - 4.8.1.2.2. Clinical services shall be provided through the shelter care program's on-site program unless a special circumstance is identified through the treatment plan to support utilizing a community provider;

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Exhibit A

- 4.8.1.2.3. The clinical services available at the shelter care program shall include but are not limited to:
 - 4.8.1.2.3.1. Group and individual counseling that is driven by each child's treatment plan;
 - 4.8.1.2.3.2. Daily therapeutic group activities which shall include, but not be limited to:
 - a. Art therapy;
 - b. Mindfulness;
 - c. Movement therapy; and
 - d. Fitness.
 - 4.8.1.2.3.3. Substance misuse counseling to be provided for each child, as appropriate; and
 - 4.8.1.2.3.4. The ability to complete alcohol and drug abuse evaluations, or diagnostic evaluations per NH Administrative Rule He-C 6344 within the course of placement.
- 4.8.1.2.4. The Contractor shall establish a number of recreation and leisure activities on site in order to monitor and supervise the child effectively. Activities in the community shall be conducted when it is determined that the child can be provided with high levels of structure, supervision, and support.
- 4.8.1.3. The Contractor shall respond immediately to the needs of the Department's referring staff and ensure that critical information pertaining to each child is obtained as quickly as possible.
- 4.8.1.4. The Contractor shall not be designed or expected to serve the following populations, and may request removal of a child within forty eight (48) hours during business hours and seventy two (72) hours during non-business hours if the child presents with one (1) of the following conditions after the admission:
 - 4.8.1.4.1. Actively suicidal referrals such that the child's capacity to participate in the shelter care program is impaired and that his or her safety within the program may be compromised. This determination shall be made by a qualified mental health professional, or a staff member of a mental health facility;
 - 4.8.1.4.2. Intoxicated or under the influence of illegal or non-prescription drugs, or suffering from overuse of a prescribed drug such that a potential medical emergency exists;

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- 4.8.1.4.3. Psychotic or suffering from emotional disorders or chronic mental illness such that the child's capacity to participate in the shelter care program is impaired;
- 4.8.1.4.4. Physically assaultive to a degree which would endanger the safety of shelter care program child or program staff; or
- 4.8.1.4.5. Previously convicted or currently charged with the crime of arson pursuant to NH RSA 634:1, or has a history of fire setting such that the safety of the shelter care program, child, and staff may be immediately endangered.
- 4.8.1.5. The Contractor shall maintain an educational program which shall be eligible for Title 1 Part D funding and maintain approval as a non-public school per NH Administrative Rule Ed 400 and a private provider of special education per NH Administrative Rule Ed 1100, that includes, but is not limited to:
 - 4.8.1.5.1. A primary focus of working in collaboration with the child's home school to assure continuity of education;
 - 4.8.1.5.2. Educational programming to children who are not determined eligible for special educational services and shall be provided on-site in a program approved by the NH State Board of Education in accordance with NH Administrative Rule Ed 400;
 - 4.8.1.5.3. Acceptance of children based on the identified approval as a private provider of special education by the NH State Board of Education; and
 - 4.8.1.5.4. A traditional school year of ten (10) months with a two (2) month summer program. The need of any children whose individual education plan calls for a summer program shall be met.
- 4.8.1.6. The Contractor shall provide transportation to and from:
 - 4.8.1.6.1. Local medical, dental, or behavioral health related appointments;
 - 4.8.1.6.2. Home visits, in accordance with NH Administrative Rule He-C 6350.25(a);
 - 4.8.1.6.3. Court appearances; and
 - 4.8.1.6.4. Recreation and school trips required as part of the shelter care program.
- 4.8.1.7. The residential treatment program shall not be required to provide transportation to and from other programs.

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- 4.8.2. The shelter care program shall document each child's educational information, to include but not limited to:
 - 4.8.2.1. A medical authorization completed within five (5) calendar days of admission;
 - 4.8.2.2. A health assessment completed by a registered nurse within twenty-four (24) hours of admission; and
 - 4.8.2.3. A physical examination completed by a physician, physician assistant, or advance practice registered nurse within three (3) weeks of admission, if there are known medical needs identified through the health assessment in Section 2.4.6 above, warranting further examination.
- 4.8.3. The shelter care program shall document each child's educational information to include but not limited to:
 - 4.8.3.1. An educational assessment completed in accordance with the provisions of NH Administrative Rule Ed 1107, by a teacher within five (5) calendar days of admission;
 - 4.8.3.2. An educational status and history; and
 - 4.8.3.3. A written weekly progress report completed by the teacher.
- 4.8.4. The shelter care program shall maintain weekly contact with the Department's staff to discuss the progress of the child on a weekly basis, and document and share with the Department each child's behavioral information, as identified in NH Administrative Rule He-C 6350.14 (c) through (f).

5. Reporting

- 5.1. The Contractor shall provide copies of the physical examination report in Section 2.6.6 to the Department's referral source at discharge, in accordance with HIPAA and all required releases.
- 5.2. The Contractor shall provide copies of all educational reports/summaries during the youth's stay at the facility.
- 5.3. The Contractor shall maintain daily documentation on youth, to be submitted weekly to the Division's referring staff, which shall include, but is not limited to:
 - 5.3.1. Supervision;
 - 5.3.2. Progress report completed by the teacher;
 - 5.3.3. Behavior, including peer interaction and crisis management;
 - 5.3.4. Nutrition; and
 - 5.3.5. Youth's overall progress.

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- 5.4. The Contractor shall submit an annual report detailing the outcome results of all items in Section 4.0 to the Department's DCYF Program Specialist within fourteen (14) days of the completion of the fiscal year.
- 5.5. The Contractor shall submit an incident report to the referring JPPO and/or CPSW within 1-3 business days to report any relevant situations where a youth absconds, is arrested, or is assaultive.
- 5.6. The Contractor shall submit weekly progress reports no later than 5:00 P.M. on the second business day following the weekend.
- 5.7. The Contractor shall work with Department to identify monthly reporting requirements that shall address one (1) or more performance indicators and measures.
- 5.8. The Contractor shall work with the Department to develop standardized forms for intake and for tracking performance measures.
- 5.9. The Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved on an annual basis, within thirty (30) days of the completion of the calendar year.

6. Definitions

CBAT – Community Based Acute Treatment

CHINS – Children in Need of Services

CPR – Cardiopulmonary Resuscitation

CPSW – Child Protective Services Worker

DCYF – Division for Children, Youth and Families

DEPARTMENT – Department of Health and Human Services

DHHS – Department of Health and Human Services

DOE – Department of Education

EPSDT – Early Periodic Screening, Diagnosis and Treatment

FTE – Full-time Equivalent

HIPAA – Health Insurance Portability and Accountability Act

IEP – Individual Education Plan

JPPO – Juvenile Probation and Parole Officer

NCIC – National Crime Information Center

PCP – Primary Care Physician

PREA – Prison Rape Elimination Act



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RN – Registered Nurse

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

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Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) #1701NHFOST and Medicaid.
 - Other Funds from local education agency.
 - General Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and future funding.
 - 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2) Payment for said services shall be made subject to the following conditions:
 - 2.1. Guaranteed payment for a cumulative total of twelve (12) beds, per day, whether or not those beds are filled.
 - 2.1.1. The twelve (12) beds are not required to be at the same location or with the same Contractor. These beds may be located at two (2) or more sites and/or with two (2) or more Contractor's throughout the State of New Hampshire.
 - 2.1.2. The Contractor shall provide a minimum of twelve (12) to sixteen (16) beds statewide that shall be available for male and female youth.
 - 2.1.3. The Department reserves the right to approve an application of less than twelve (12) per program or more than sixteen (16) beds should the program model meet the population needs.
 - 2.1.4. Notwithstanding Section 2.1., reimbursement will be made on a child per day basis, seven (7) days per week, 365 days per year.
 - 2.1.5. The daily reimbursement rates shall be as follows:
 - 2.1.5.1. Residential for IEP eligible youth, \$359.42 per day;
 - 2.1.5.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor;
 - 2.1.5.3. Residential Non-IEP eligible youth, \$359.42 per day; and
 - 2.1.5.4. Education for Non-IEP eligible youth, \$161.00 per day. The Contractor will



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Exhibit B

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

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

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

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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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials

[Handwritten Signature]

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

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

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

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

20. Contract Definitions:

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

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New Hampshire Department of Health and Human Services
Exhibit C-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to 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.

1.2. Section 10, Termination, is amended by adding the following language:

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

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

6/6/19
Date

Vendor Name: Mount Prospect Academy

Jeffrey Caron
Name: JEFFREY Caron
Title: President

Vendor Initials J
Date 6/6/19



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Mount Prospect Academy

6/6/19
Date

Jeffrey Caron
Name: JEFFREY Caron
Title: President

Vendor Initials J
Date 6/6/19



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

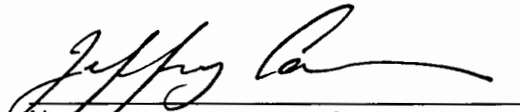
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: *Mount Prospect Academy*

6/6/19
Date


Name: *JEFFREY Caron*
Title: *President*


Date 6/6/19



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

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

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

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

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

6/6/19
Date

Vendor Name: Mount Prospect Academy

Jeffrey Caron
Name: JEFFREY CARON
Title: President

Exhibit G

Vendor Initials

J

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

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

Vendor Name: Mount Prospect Academy

6/6/19
Date

Jeffrey Caron
Name: JEFFREY Caron
Title: President

Vendor Initials J
Date 6/6/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 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.

[Handwritten Signature]



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Mount Prospect Academy Inc.

Name of the Vendor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



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

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

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

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

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

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

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

Vendor Name: Mount Prospect Academy

Jeffrey Caron

Name: JEFFREY Caron
Title: President

6/6/19
Date

Vendor Initials ST

Date 6/6/19



FORM A

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

1. The DUNS number for your entity is: 188491158
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

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A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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

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

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

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

V. LOSS REPORTING

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

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

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

A handwritten signature, possibly 'J' or 'S', written in black ink.

6/6/18



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

A handwritten signature in black ink, appearing to be a stylized 'J' or 'I'.

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 423309

Certificate Number: 0004524743



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jeffrey Park, do hereby certify that:

1. I am a duly elected Officer of Mount Prospect Academy, Inc.

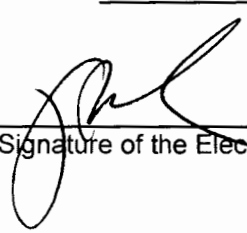
2. The following is a true copy of the resolution duly adopted by unanimous written consent by the Board of Directors of the Agency duly held on June 1, 2019 :

RESOLVED: That the president, Jeffrey Caron

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6th day of June, 2019 .

4. Jeffrey Caron is the duly elected president of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

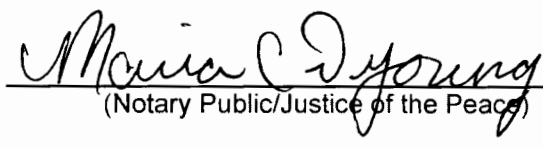
County of Grafton

The forgoing instrument was acknowledged before me this 6th day of June, 2019.

By Jeffrey Park
(Name of Elected Officer of the Agency)

MARIA C. D. YOUNG
Notary Public - New Hampshire
My Commission Expires January 18, 2022

(NOTARY SEAL)


(Notary Public/Justice of the Peace)

Commission Expires: 01-18-2022



VTPERMA-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2019

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

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

PRODUCER Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: Sandra Delisle	
	PHONE (A/C, No, Ext): (802) 281-3756 3756	FAX (A/C, No):
	E-MAIL ADDRESS: sdelisle@kinneypike.com	
INSURED VT Permanency Initiative Inc. Mount Prospect Academy PO Box 325 Orford, NH 03777	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemn Insurance	
	INSURER B: Maine Employers Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	18058	
	11149	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1924544	1/1/2019	1/1/2020	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1924559	1/1/2019	1/1/2019	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 \$ 10,000			PHUB660234	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5101800528	7/3/2018	7/3/2019	<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	Commercial Property			PHPK1924544	1/1/2019	1/1/2020	Ded \$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Statutory Coverage applies in MA, NH & VT. Jeff Caron and Rita Meier are excluded officers.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept of Health & Human Service
Division for Children, Youth & Families
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE



MOUNINC-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2019

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

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

PRODUCER
Kinney Pike Insurance Inc.
1011 North Main Street, Suite 4
White River Junction, VT 05001

CONTACT NAME: Sandra Delisle

PHONE (A/C, No, Ext): (802) 281-3756 3756

FAX (A/C, No):

E-MAIL ADDRESS: sdelisle@kinneypike.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemn Insurance

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
MountProspectAcademy Inc
PO Box 325
Orford, NH 03777-0325

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 X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		BINDER	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPROP AGG \$ 3,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property		BINDER	1/1/2019	1/1/2020	BlktBldg 2,950,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Education
101 Pleasant Street
Concord, NH 03301

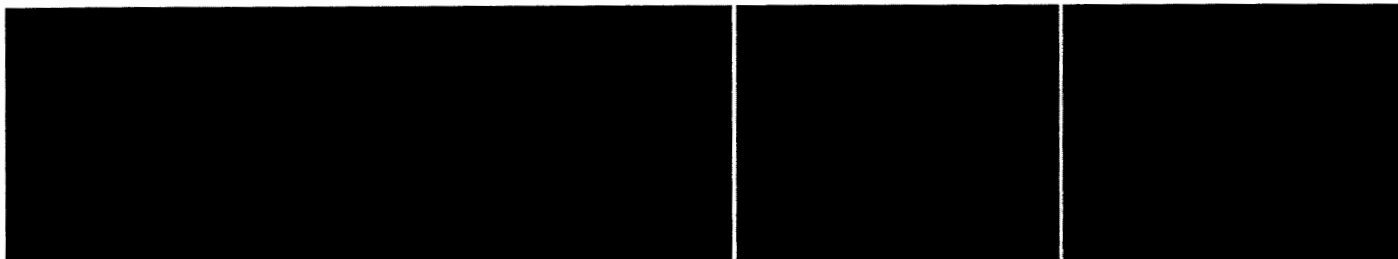
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mount Prospect Academy (MPA)
Mission Statement

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



MOUNT PROSPECT ACADEMY, INC.

FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Mount Prospect Academy, Inc.

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 11, 2018

MOUNT PROSPECT ACADEMY, INC.

Statements of Financial Position

June 30, 2018 and 2017

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

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

MOUNT PROSPECT ACADEMY, INC.

Statements of Activities

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets		
Revenue and support		
Tuition, room and board, and other support	\$ 10,643,332	\$ 8,547,467
State nutrition program	78,201	98,189
Management fees	8,725	32,282
Other revenue	<u>123,390</u>	<u>155,526</u>
Total revenue and support	<u>10,853,648</u>	<u>8,833,464</u>
Expenses		
Program expenses		
Education and home life	8,918,279	7,120,755
Supporting expenses		
General administration	<u>1,123,391</u>	<u>800,419</u>
Total expenses	10,041,670	7,921,174
Gain on disposal of property and equipment	<u>-</u>	<u>25,723</u>
Total change in net assets	811,978	938,013
Net assets, beginning of year	<u>4,159,370</u>	<u>3,221,357</u>
Net assets, end of year	<u>\$ 4,971,348</u>	<u>\$ 4,159,370</u>

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

MOUNT PROSPECT ACADEMY, INC.

Statements of Functional Expenses

Years Ended June 30, 2018 and 2017

	June 30, 2018			June 30, 2017		
	Education and Home Life	General Administration	Total Expenses	Education and Home Life	General Administration	Total Expenses
Salaries and wages	\$ 5,310,880	\$ 664,683	\$ 5,975,563	\$ 4,271,410	\$ 402,311	\$ 4,673,721
Employee benefits	882,859	110,494	993,353	759,298	102,889	862,187
Payroll taxes	<u>415,538</u>	<u>52,007</u>	<u>467,545</u>	<u>332,573</u>	<u>45,055</u>	<u>377,638</u>
Total personnel costs	6,609,277	827,184	7,436,461	5,363,281	550,265	5,913,546
Advertising	15,107	2,423	17,530	13,284	192	13,476
Athletic transport and recreation	32,036	-	32,036	23,960	-	23,960
Auto repairs and leasing	39,488	-	39,488	33,238	903	34,141
Bad debts, net of recoveries	12,895	-	12,895	18,698	-	18,698
Contracted labor	12,000	-	12,000	-	-	-
Dues and subscriptions	6,653	1,262	7,915	4,829	346	5,175
Equipment rental and maintenance	33,251	2,294	35,545	24,833	-	24,833
Facilities rental expense	208,276	-	208,276	146,301	-	146,301
Food and supplies	270,927	5,601	276,528	138,400	3,019	141,419
Heating fuel	33,853	-	33,853	27,972	-	27,972
Home life supplies	61,586	-	61,586	44,190	-	44,190
Infirmary supplies	20,040	-	20,040	24,571	-	24,571
Insurance	83,554	-	83,554	61,886	-	61,886
Interest	10,113	76,252	86,365	8,257	74,070	82,327
Materials and supplies	7,343	12,550	19,893	5,960	12,481	18,441
Office supplies	115,382	23,777	139,159	50,887	14,030	64,917
Other	20,889	35,157	56,046	9,726	29,003	38,729
Other occupancy costs	46,875	-	46,875	30,960	-	30,960
Pension contribution	104,181	3,230	107,411	87,314	2,111	89,425
Professional services	80,454	113,852	194,306	58,977	99,393	158,370
Real estate taxes	78,574	-	78,574	68,577	-	68,577
Repair and maintenance	82,142	-	82,142	47,126	-	47,126
Student clothing and personal items	20,266	-	20,266	13,325	-	13,325
Student educational supplies	137,455	-	137,455	116,051	-	116,051
Student transportation	230,290	-	230,290	200,858	342	201,200
Teacher training and development	53,912	3,756	57,668	37,774	2,287	40,061
Telephone	59,799	2,117	61,916	57,632	3,832	61,464
Travel	-	13,004	13,004	-	2,992	2,992
Utilities	59,485	-	59,485	56,675	-	56,675
Depreciation	<u>372,176</u>	<u>932</u>	<u>373,108</u>	<u>345,213</u>	<u>5,153</u>	<u>350,366</u>
Total	\$ <u>8,918,279</u>	\$ <u>1,123,391</u>	\$ <u>10,041,670</u>	\$ <u>7,120,755</u>	\$ <u>800,419</u>	\$ <u>7,921,174</u>

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

MOUNT PROSPECT ACADEMY, INC.

Statements of Cash Flows

Years Ended June 30, 2018 and 2017

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

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Nature of Business

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

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Tuition and Fees Receivable

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

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

Property and Equipment

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

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

	<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.

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

Deferred Costs

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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

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

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

Income Taxes

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

Allocation of Costs

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

Advertising

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

2. Significant Concentrations and Estimated Third-Party Payor Settlements

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

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

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

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

3. Long-Term Debt

Long-term debt consists of the following:

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Maturities of long-term debt are as follows:

2019	\$ 279,000
2020	271,000
2021	257,000
2022	207,000
2023	197,000
Thereafter	<u>689,593</u>
	<u>\$ 1,900,593</u>

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

4. Commitments and Contingencies

Operating Leases

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

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

Self-Insurance

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

Litigation

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

5. Defined Contribution Retirement Plans

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

6. Related Party Transactions

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

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

	<u>2018</u>	<u>2017</u>
VPI	\$ 1,210,948	\$ 921,365
Mountain Valley Treatment Center	-	29,084
Becket	-	182,677
	<u>\$ 1,210,948</u>	<u>\$ 1,133,126</u>

7. Subsequent Events

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

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

OFFICERS:

Jeffrey Caron, President and Treasurer
E-Mail: [REDACTED]

Jeffrey Park, Secretary
E-Mail: [REDACTED]

TRUSTEES

Jon Bownes
Plymouth, NH 033264

James Carey
Plymouth, NH 03264

Paul Fitzgerald
Campton, NH 03223

Michael Sullivan
Campton, NH 03223

Charles Wheeler
Campton, NH 03223

Jeffrey S. Caron

[REDACTED]
[REDACTED]

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

President, 2014 to Present

Vermont Permanency Initiative: Bennington, Newbury, Bradford, Vermont

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

Executive Director, 2001-2003

Life Centered Learning Institute: Tilton, New Hampshire

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

Head of Schools, June 2003-2007

The Becket School: Pike, New Hampshire

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

Head of Schools, June 2003-2008

South Becket Alternative School: Bradford, Vermont

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

Executive Director, 1998-2001

East Haverill Academy: East Haverill, New Hampshire

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

Treatment Coordinator, 1996-1998

The Becket School: Pike, New Hampshire

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

Education

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

Brady Serafin

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
B [REDACTED]

Summary of Qualifications

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

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

9 years experience as a Juvenile Probation Parole Supervisor

14 years experience as a Juvenile Probation Parole Officer

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

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

13 years leadership/management experience

Summary of Skills

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

Accomplishments and Experience

Chief Executive Officer
June 2018-Present

Resource Treatment Facility
Acadia Health Care
1404 South State Ave.
Indianapolis IN 46203

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

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

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

**Director of Operations,
Bureau Chief**
March 2016-June 2018

State of New Hampshire
Division for Children Youth and Families
John H. Sununu Youth Services Center,
Bureau of Community, Family and
Program Support

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

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

Juvenile Probation Parole Supervisor
2012-2016

State of New Hampshire
1056 North River Rd.
Manchester NH

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

Juvenile Probation Parole Officer IV
1998-2012

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

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

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

Child Protective Service Worker II
1994-1998

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

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

Volunteer Work / Program Development:

2010-2013

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

2007-2013

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

2005-2013

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

2000-2010

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

1995-Present

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

Education

Bachelor of Arts, Plymouth State College, 1993

Psychology,

Member of National Honor Society in Psychology

Twice published co-author of studies in the Journal of Risk

Richard Phelps, LICSW

603-253-1155

EDUCATION

September 1989- May 1991 Springfield College, Springfield, MA
Master of Science, Social Work

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

EXPERIENCE

August 2008- Present

**Becket Family of Services, Plymouth NH
Executive Director**

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

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

Presented or co-presented on the following:

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

July 2005- August 2008

Clinician

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

CHRISTINA MURRAY



Seeking leadership opportunities and direct clinical experience with individuals that have mental health symptoms to support and improve their quality of life.

EXPERIENCE

AUGUST 2015 – TO PRESENT

MILIEU CLINICIAN, BECKET FAMILY OF SERVICES (CAST PROGRAM)

Proving direct clinical interventions and short-term therapy to adolescents in a residential setting. Administering and implementing clinical assessments and providing a comprehensive report within a two-month period. Direct supervision of Permanency Coordinators and providing clinical trainings for residential faculty and new hires.

2010 – 2015

IN HOME THERAPY, NORTH SUFFOLK MENTAL HEALTH ASSOCIATION

Proving short term therapeutic support to families in the Boston-harbor area. Support and utilization of treatment planning, safety planning, collaboration with providers, safety planning, crisis intervention, on-call responsibilities. New-staff trainer. Presented to the Director of Health and Human Services and MassHealth.

EDUCATION

MAY 2015

CLINICAL MENTAL HEALTH COUNSELING, CAMBRIDGE COLLEGE

GPA 3.9, Magna Cum Laude, Trauma Concentration. Completed full time internships at an adult group home for individuals with significant psychiatric symptomology during graduate school.

JUNE 2009

BACHELORS IN HUMAN SERVICES, FITCHBURG STATE COLLEGE

GPA 3.8, Cum Laude, Minor in Psychology. Internship at the Department of Youth Services in Roxbury, MA. Dance Club.

SKILLS

- Current Training-EMDR
- TFCBT and Psychological First Aid Certificate
- CANS Certified
- YLS-CMI Trained
- Interpretation of psychological assessments and assessment writing

Ian T. Detamore

OBJECTIVE	Placement as a Community Based Counselor
EDUCATION	<p>M.Ed., School/Community Counseling, Ohio University, Athens, Ohio GPA: 3.78/4.0, June 2008</p> <p>B.A., Psychology, University of Cincinnati, Cincinnati, Ohio GPA: In-major: 3.02/4.0, December 2005</p> <p>LPC Ohio, #C.0700403, July 2008 CDCA, October 2007 Certificate, Deaf Studies, June 2005 American Heart Association, Healthcare Provider, CPR/AED, August, 2007 CPI, August 2009</p>
SKILLS	<p>Leadership Positions</p> <ul style="list-style-type: none"> Assisted in development of Mental and Behavioral Health Pathway Constructed group psycho educational curriculum for Mental and Behavioral Health Pathway Restaurant manager, Skippers Bar and Grill, Winter 2006-2008 Bar Manager, Don Pablo's, Winter 2005- 2006 Ordering and scheduling of 45k weekly sales restaurant, Winter 2005- 2006 Risk Management Chair, Alpha Tau Omega Fraternity, Winter 2005- 2006 Brotherhood Chair, Alpha Tau Omega Fraternity, Winter 2004- 2005 Certified Server Trainer, Don Pablo's, Winter 2003- 2006 Responsible for 100% of college expenses <p>Organizational Ability</p> <ul style="list-style-type: none"> Juvenile Fire Setters Prevention Group Summer 2009- Current Revised Mental and Behavioral Health Pathways Spring 2009 Developed Mental and Behavioral Health Group Curriculum Summer 2009 Constructed weekly schedule for restaurant employees, Winter 2005- Summer 2006 Monitored all social functions fraternity related, Winter 2005- 2006 Setup and enforced risk management policies of social fraternity, 2004- 2005 Teaching assistant for undergraduate Psychology Professors, Winter 2004- Fall 2005 Organized events for the Make A Wish Foundation, Winter 2004 Greek Week Chapter leader, Winter & Spring 2004 Assisted in organizing University homecoming events, Fall 2002, 2003, 2004 & 2005 Certified restaurant trainer, 2002- 2006 <p>Communications / Language / Creative Projects</p> <ul style="list-style-type: none"> Community Clinician Aware of Excellence Winter 2009 Active participation of silent dinners for deaf individuals Designed and distributed flyers for Make A Wish fundraiser Effective communication skills in American Sign Language
WORK EXPERIENCE	<p>Community Clinician, Becket Family of Services, Plymouth NH July 2008-Current</p> <p>Intern, Meigs Middle School, School Counselor, Pomeroy OH February 2008 – June 2008</p> <p>Intern, Trimble High School, School Counselor, Glouster OH August, 2007- February 2008</p> <p>Intern, Health Recovery Services, CDCA, CT Counselor, Athens, OH June 2007- March 2008</p> <p>Manager, Skippers Bar & Grill, Athens, OH Spring 2007- Spring 2008</p> <p>Camp Counselor, Camp Wise, Cincinnati, OH Summer 2005</p> <p>Personal Aid/Shadow (Autistic Child), 2nd grade student, Cincinnati, OH May 2005- 2006</p> <p>Waiter, Cook, Expo, Bar Tender, Bar Manager, Don Pablo's, Cincinnati, OH May 2003- 2006</p> <p>Brand Representative, Abercrombie and Fitch, Cincinnati, OH September, 2001- June, 2003</p>
ACTIVITIES	<p>ASCA, Student Member Winter 2007- Current</p> <p>ACA, Student Member Winter 2007- Current</p> <p>Chi Sigma Iota, National Honors Counseling Fraternity Spring 2007</p> <p>Teaching Assistant, Introduction to Psychology 2005- 2006</p> <p>Alpha Tau Omega, National Christian social fraternity 2002- 2006</p> <p>Stark County Child and Adolescence, Volunteer 2001</p> <p>Ohio Reads, Certified 2001</p>

Darcy A. Winward, MA, LMHC, LCHMC

da

EDUCATION

Rivier University Nashua, NH (2013-2016) Master of Arts in Mental Health Counseling	GPA 4.0
Southern New Hampshire University Manchester, NH (2005-2008) Master of Education in Secondary English	GPA 3.7
Plymouth State University Plymouth, NH (2000-2004) Bachelor of Arts in English – Concentration in Writing	GPA 3.5

LICENSURE

LMHC – State of Massachusetts #10963
LCHMC – State of New Hampshire #2120

CERTIFICATIONS/QUALIFICATIONS/AWARDS

National Wraparound Facilitator Certification	2014 & 2018 NFI Massachusetts All-Star Award
Attachment, Self-Regulation, and Competency (ARC)	Suicide Awareness/Prevention Certification
Overdose Prevention and Narcan Trainer	Medically Assisted Treatment
Harm Reduction/Motivational Interviewing	Adult CPR/AED & First Aid Certification
3-day Intimate Partner Abuse Training	Trauma Informed Care

PROFESSIONAL EXPERIENCE

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

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

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

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

Darcy A. Winward, MA, LMHC, LCHMC

[REDACTED]
[REDACTED]
[REDACTED]

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

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

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

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

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

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

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

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

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

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

VOLUNTEER EXPERIENCE

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

Anthony Griffin



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

Work Experience

Residential Director

NFI Massachusetts - Haverhill, MA
July 2018 to Present

- Responsible for the daily operations of residential program for adolescents referred by the Department of Children and families , Department of mental health, and Department of Youth services
- Hiring and coaching new staff
- Public speaking
- Program improvement
- Training
- Fiscal management
- Incident response and investigation

Assistant Director

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

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

Shift Supervisor

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

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

Skills Used

Interpersonal communication skills

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

Lead Technician

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

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

Correctional Officer

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

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

Dispatcher

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

Dispatched emergency calls to police officers utilizing the radio and telephone

Substitute Teacher

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

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

Education

BA in Anthropology , psychology minor

University of New Hampshire - Durham, NH
2005 to 2009

Heather M. Foley

(774) [REDACTED]

SNHU 02891

[REDACTED]@gmail.com

PROFESSIONAL PROFILE

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

Highlight of Qualifications

- Effective Communication Skills
- Ability to Prioritize & Multitask
- Critical Thinking & Problem-Solving Skills
- Addressing Complex Issues with Empathy
- Working with Diverse Populations
- Ability to Maintain Confidentiality

EDUCATION

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

August 2017

Bachelor of Arts: Criminal Justice
Plymouth State University

December 2012

PROFESSIONAL EXPERIENCE

Intake Coordinator

January 2018- Present

Seacoast Treatment and Stabilization Center

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

ACCOMPLISHMENTS

National Society of Leadership and Success, SNHU Member

PAIGE (SMIGIEL) MASCIOLI

603.367.4133 • paige.mascioli@yahoo.com

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

EDUCATION

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

2017

2014

CERTIFICATIONS & SKILLS

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

PROFESSIONAL EXPERIENCE

Seacoast Treatment and Stabilization Center (Becket Family of Services)

Hampton, NH

Residential center offering temporary respite, stabilization and intensive treatment for children ages 11 to 18 years.

Family Nurse Practitioner

February 2018-Present

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

Exeter Hospital

Exeter, NH

Community-based hospital with 100 beds committed to providing innovative and progressive health care services.

Registered Nurse, Emergency Department

August 2015-October 2018

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

PAIGE (SMIGIEL) MASCIOLI

508.741.135 • paigesmgier@yahoo.com

UMass Memorial Medical Center

Worcester, MA

The only level 1 trauma center in Central Massachusetts caring for severely injured patients from across the region.

Registered Nurse, Emergency Department

August 2013-August 2015

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

CLINICAL EXPERIENCE

Veterans Affairs Hospital

Manchester, NH

FNP Student

January 2016-April 2016

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

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

Massachusetts Institute of Technology Medical Campus Health

Cambridge, MA

FNP Student

September 2016-December 2016

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

Lahey Health Primary Care

Gloucester, MA

FNP Student

January 2017-April 2017

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

Pediatrics West

Groton, MA

FNP Student

January 2017-April 2017

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

Mount Prospect Academy, Inc. – Shelter Program

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeff Caron	President	225,000	5%	11,250
Brady Serafin	Director of Operations	110,000	5%	5,500
Rick Phelps	Clinical Director	100,000	5%	5,000
Christina Murray	Clinical Coordinator-Campton	55,000	20%	11,000
Ian Detamore	Program Director – Campton	100,000	20%	20,000
Darcy Winward	Clinical Coordinator – Hampton	75,000	33%	25,000
Anthony Griffin	Program Director – Hampton	80,000	33%	26,666
Heather Foley	Intake Coordinator	40,000	33%	13,333
Paige Mascioli	Nurse Practitioner	85,000	33%	28,333