



Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

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December 6, 2023

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below to continue to provide behavioral health residential treatment services for children, youth and young adults to meet their behavioral health needs by exercising contract renewal options by increasing the total price limitation by \$89,228,148.00 from \$189,715,897.18 to \$278,944,045.18 and extending the completion date from June 30, 2024, to June 30, 2025, effective retroactive to July 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease) Request #1	Revised	G&C Approval
Chase Home for Children in Portsmouth, N.H. Portsmouth, NH	159596	Portsmouth, NH	\$4,758,056.00	\$2,399,362.00	\$ 7,157,418.00	O: 8/4/21 Item #15
Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI) Rutland, MA	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,960,555.00	(\$482,455.00)	\$6,478,100.00	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335.00	\$1,843,428.00	\$6,133,763.00	O: 7/14/21 Item #14
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Manchester, NH	\$33,670,236.00	\$2,282,662.00	\$35,952,898.00	O: 7/14/21 Item #14

The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$1,261,771.00	\$21,164,978.01	O: 7/14/21 Item #14
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960.00	\$8,943,206.00	\$18,748,166.00	O: 7/14/21 Item #14
Orion House, Incorporated Newport, NH	154861	Newport, NH	\$3,190,423.00	\$2,088,218.00	\$5,278,641.00	O: 8/4/21 Item #15 A01: 6/28/2023 Item #43
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$8,201,186.00	\$19,583,786.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273.00	\$27,298,863.00	\$77,742,136.00	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992.00	\$8,318,030.00	\$19,534,022.00	O:10/13/21 Item #38B
Stetson School, Inc. Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334.00	\$6,497,460.00	\$13,777,794.00	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099.00	\$18,781,753.00	\$34,666,852.00	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$4,543,650.00	\$531,453.00	\$5,075,103.00	O: 7/14/21 Item #14 A01: 6/28/2023 Item #43
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177.00	\$1,263,211.00	\$7,650,388.00	O: 7/14/21 Item #14
		Total:	\$189,715,897.18	\$89,228,148.00	\$278,944,045.18	

2) Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend the existing contract with Mount Prospect Academy, Inc. (vendor #168139), Plymouth, NH, to allow the Department to make payments for shelter care services provided, by exercising a contract renewal option, by increasing the price limitation by \$39,200,757 from \$47,176,194 to \$86,376,951, and extending the completion date from June 30, 2024 to June 30, 2025, effective **Retroactive** to January 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client. The original contract was approved by Governor and Council on August 4, 2021, item #15.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

Depending on the eligibility of the client, funding type is determined at the time of payment, based on individual eligibility through the Division for Behavioral Health, Division for Children, Youth and Families, or other Department of Health and Human Services involved youth. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

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

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

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

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

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

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

EXPLANATION

Request #1 is **Retroactive** to align with the July 1, 2023, effective date of the residential treatment rate increases included in Chapter 79, Section 445, Laws of 2023 (i.e., House Bill 2). Additionally the Department needed to complete a rate setting adjustment determination resulting from a two-year review with DHHS Medicaid. The Department was therefore unable to implement the rate increases until completion of the budget process and the rate setting adjustment determination, which was necessary to better align rates with vendors' actual costs.

Request #2 is **Retroactive** to allow the Department to make payments for shelter care services provided. The Department needed Mount Prospect Academy to continue providing critical short-term residential shelter care services to adolescents in crisis during ongoing negotiations between the Department and Contractor to transition these services to this Residential Treatment Services for Children's Behavioral Health contract. The Department initially entered into negotiations with the Contractor regarding residential daily rates in 2022. Negotiations took longer than expected due to the need for a comprehensive re-examination of the rate setting process conducted by the Department over the last year.

The purpose of this request is to increase funding and extend the completion date for the continued provision of behavioral health services in residential treatment settings to children, youth and young adults who have heightened behavioral health needs that require more intensive treatment than what is offered in their home and community.

Also this request is to add scope to Mount Prospect Academy's contract to include the Short-term Treatment Education and Planning (STEP) program that provides short term treatment to youth who are in need of a brief episode of treatment and a specific focus on discharge planning for a successful return to their home and community. The Department will also compensate the Contractor for costs incurred for the provision of short-term residential shelter care services to adolescents in crisis.

The Contractors will continue to deliver evidence-based and trauma-informed clinical services, as an essential part of the Children's System of Care, to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. As a result of these contracts, the Department has seen a reduced number of placements outside of New England. The Contractors will continue supporting the Department's efforts to provide better long-term outcomes for youth by providing services that are short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act and adherence to RSA 135-F.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor determines whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2025

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

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

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the six (6) years available.

Should the Governor and Executive Council not authorize this request, the Department's ability to ensure adherence to RSA 135-F and implementation of required trauma-informed models and evidence-based models for residential treatment programs, and secure funding through the Family First Prevention Services Act and IV-E would be jeopardized. Furthermore, access to treatment for all youth may be limited, which could impact the quality of services available, increase length of stay and service costs, and limit the ability of youth to return home. Lastly, the Department would need to rely more heavily on placements beyond New England.

Source of Federal Funds: Assistance Listing Number # 93.658, FAIN #'s 2101NHFOST and 2301NHFOST; Assistance Listing Number # 93.558, FAIN #'s 2101NHTANF and 2301NHTANF; Assistance Listing Number # 93.659, FAIN #'s 2101NHADPT and 2301NHADPT; Assistance Listing Number # 93.778, FAIN #'s 2105NH5ADM and 2305NH5ADM.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Chase Home for Children in Portsmouth, N.H. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 7,157,418
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days.

The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:
 - 1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.
11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:
 - 1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:
 - 1.13.14.1. There are no openings at the time of referral;
 - 1.13.14.2. The age of the referred child is greatly different than the current milieu;
 - 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
 - 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
 - 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or
 - 1.13.14.6. The individual's needs fall well outside the program model.
12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:
 - 1.19.4.1. Twenty-four (24) hour services.
13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:
 - 1.19.5.5. Previous assessments which have been completed including, but not limited to:
 - 1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.
 - 1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.
 - 1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.
14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:
 - 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.
15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:
 - 1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.
16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:
 - 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:
 - 1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

- 5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
 - 5.3.1. Reporting shall include point in time census information, including, but not limited to:
 - 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
 - 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
 - 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
 - 5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge, Key performance metrics to read:

Chase Home for Children in Portsmouth, N.H. A-S-1.3

Contractor Initials MW

Date 11/28/2023

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

Chase Home for Children in Portsmouth, N.H. A-S-1.3

Contractor Initials

Date 11/28/2023

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 5.1., to read:

5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 5.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

5.1.1.

Program - Level 1	
Residential for eligible youth per day until 6/30/2023	\$377.12
Program - Level 2	
Residential for eligible youth per day until 6/30/2023	\$362.30

Program - Level 1	
Residential for eligible youth per day effective 7/1/2023	\$253.51
Program - Level 2	
Residential for eligible youth per day effective 7/1/2023	\$451.10

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

24. Modify Exhibit C, Payment Terms, Subsection 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

- 5.5.1. Sub-total: \$7,047,238.00
- 5.5.2. SFY 22: \$1,549,292.00
- 5.5.3. SFY 23: \$1,549,292.00
- 5.5.4. SFY 24: \$1,974,327.00
- 5.5.5. SFY 25: \$1,974,327.00

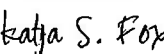
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

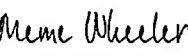
Date

DocuSigned by:

2A1EEC7D61684E3
Name: Katja S. Fox
Title: Director

Chase Home for Children in Portsmouth, N.H.

11/28/2023

Date

DocuSigned by:

807EBC773690451
Name: Meme Wheeler
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/6/2023

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

DS
MLW

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHASE HOME FOR CHILDREN IN PORTSMOUTH, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 07, 1881. 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: 67618

Certificate Number: 0006353392



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 December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Benjamin S. Wheeler, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Chase Home For Children in Portsmouth NH
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Oct 12, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Katherine (Meme) Wheeler, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Chase Home For Children to enter into contracts or agreements with the State
(Name of Corporation/LLC)
in Portsmouth, NH

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

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

Dated: 12-5-2023

[Signature]
Signature of Elected Officer
Name: Benjamin S. Wheeler
Title: Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2023

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 Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Eric Roy PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No): (603) 740-5000 E-MAIL ADDRESS: eric@kaneins.com																					
INSURED Chase Home For Children in Portsmouth NH 698 Middle Rd Portsmouth NH 03801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td>Philadelphia Indemnity Ins</td> <td style="text-align: center;">25011</td> </tr> <tr> <td>INSURER B:</td> <td>Wesco Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins	25011	INSURER B:	Wesco Insurance		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL2312143316 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2480859 (renewal)	12/03/2023	12/03/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2480863 (renewal)	12/03/2023	12/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB837948 (renewal)	12/03/2023	12/03/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3649110	05/15/2023	05/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Activities usual and customary to a childrens home.

CERTIFICATE HOLDER DHHS, State of NH 129 Pleasant St 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
---	--

The Chase Home's Mission Statement:

The Chase Home's mission is dedicated to providing supportive and restorative residential and family services to at-risk youth in a safe and supportive environment.

October 2, 2023

** PUBLIC DISCLOSURE COPY **

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2021

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

B Check if applicable:	C Name of organization The Chase Home	D Employer identification number 82-3657987
<input type="checkbox"/> Address change	Doing business as	E Telephone number 603-436-2216
<input type="checkbox"/> Name change	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 698 Middle Road	
<input type="checkbox"/> Initial return	City or town, state or province, country, and ZIP or foreign postal code Portsmouth, NH 03801	G Gross receipts \$ 2,219,599.
<input type="checkbox"/> Final return/terminated	F Name and address of principal officer: Rob Levey same as C above	H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Amended return		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Application pending	I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)() (Insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	H(c) Group exemption number ▶
J Website: ▶ www.ChaseHome.org		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2017 M State of legal domicile: NH

Part I Summary		Prior Year	Current Year
1	Briefly describe the organization's mission or most significant activities: <u>The organization operates a residential home for teenage children and provides therapeutic</u>		
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	3	11
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	64
	6 Total number of volunteers (estimate if necessary)	6	11
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	434,832.	587,871.
	9 Program service revenue (Part VIII, line 2g)	1,486,485.	1,546,613.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	177.	107.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	72,868.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,921,494.	2,207,459.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,392,089.	1,402,418.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	44,772.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 47,689.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	541,304.	606,295.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,933,393.	2,053,485.
	19 Revenue less expenses. Subtract line 18 from line 12	-11,899.	153,974.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 428,770.	End of Year 574,148.
	21 Total liabilities (Part X, line 26)	138,913.	88,570.
	22 Net assets or fund balances. Subtract line 21 from line 20	289,857.	485,578.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer William Tucker, Treasurer	Date
	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name Melissa Magoon, CPA	Preparer's signature Melissa Magoon, CPA
	Firm's name ▶ Berry Dunn McNeil & Parker, LLC	Date 05/10/23
	Firm's address ▶ 1000 Elm Street, 4th Floor Manchester, NH 03101	Check if self-employed <input type="checkbox"/> PTIN P01712842
		Firm's EIN ▶ 01-0523282
		Phone no. (603) 669-7337

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: The organization operates a residential home for teenage children and provides therapeutic services to children and families.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

If "Yes," describe these new services on Schedule O. Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 1,117,141. including grants of \$) (Revenue \$ 1,385,708.) The Chase Home works with at-risk youth ages 11-19 in New Hampshire. Youth are referred to us by the state through the abuse/neglect system and/or the juvenile justice system. Following are the four programs/activities that are offered all year round which are conducted by the staff of the Chase Home:

Residential Services - Offer youth a place to live, while helping them develop skills they need to experience stability across multiple areas of their lives with the goal to return the youth home to their families.

4b (Code:) (Expenses \$ 21,852. including grants of \$) (Revenue \$ 27,105.) Home-based Services - Support youth transitioning from the Residential Program to reunify with their families or works to preserve the family and prevent residential placement.

4c (Code:) (Expenses \$ 68,759. including grants of \$) (Revenue \$ 85,289.) Independent Living Program - Assists youth in developing the life skills necessary to successfully transition from living at the Chase Home into independent living.

4d Other program services (Describe on Schedule O.) (Expenses \$ 39,108. including grants of \$) (Revenue \$ 48,511.)

4e Total program service expenses 1,246,860.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	X	
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a		64
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note:</i> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See Instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note:</i> See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done		X
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official		X
b	Other officers or key employees of the organization		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **NH**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records **Katherine Wheeler - 603-436-2216**
698 Middle Road, Portsmouth, NH 03801

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d	451,166.			
	e	Government grants (contributions)	1e				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	136,705.			
	g	Noncash contributions included in lines 1a-1f	1g	\$ 9,628.			
	h	Total. Add lines 1a-1f		587,871.			
	Program Service Revenue	2 a	<u>Residential Services</u>	Business Code 624100	1,385,708.	1,385,708.	
b		<u>Independent Living Pro</u>	624100	85,289.	85,289.		
c		<u>Diversion Program</u>	624100	48,511.	48,511.		
d		<u>Home-Based Services</u>	624100	27,105.	27,105.		
e							
f		All other program service revenue					
g		Total. Add lines 2a-2f		1,546,613.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		107.		107.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real	6a			
			(ii) Personal	6b			
				6c			
				d	Net rental income or (loss)		
	7 a	Gross amount from sales of assets other than inventory	(i) Securities	7a			
			(ii) Other	7b			
				7c			
				d	Net gain or (loss)		
	8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18		8a	85,008.		
				8b	12,140.		
				c	Net income or (loss) from fundraising events	72,868.	
	9 a	Gross income from gaming activities. See Part IV, line 19		9a			
			9b				
			c	Net income or (loss) from gaming activities			
10 a	Gross sales of inventory, less returns and allowances		10a				
			10b				
			c	Net income or (loss) from sales of inventory			
Miscellaneous Revenue	11 a		Business Code				
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d					
12	Total revenue. See instructions		2,207,459.	1,546,613.	0.	72,975.	

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	86,780.		86,780.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	1,078,481.	699,157.	379,324.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	133,483.	80,090.	53,393.	
10 Payroll taxes	103,674.	62,204.	41,470.	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	25,093.	15,056.	10,037.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17	44,772.			44,772.
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	31,646.	18,988.	12,658.	
12 Advertising and promotion	42,409.	25,445.	16,964.	
13 Office expenses	24,822.	14,893.	9,929.	
14 Information technology	1,361.	817.	544.	
15 Royalties				
16 Occupancy	181,420.	108,852.	72,568.	
17 Travel	49,114.	29,468.	19,646.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	55,709.	33,425.	22,284.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a Programmatic Expenses	108,457.	108,457.		
b Staff Development	76,273.	45,764.	30,509.	
c Misc. Expense	7,074.	4,244.	2,830.	
d Fundraising Supplies	2,917.			2,917.
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	2,053,485.	1,246,860.	758,936.	47,689.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here If following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	706.	1 622.
	2	Savings and temporary cash investments	350,607.	2 295,910.
	3	Pledges and grants receivable, net		3
	4	Accounts receivable, net	32,388.	4 20,720.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6
	7	Notes and loans receivable, net		7
	8	Inventories for sale or use		8
	9	Prepaid expenses and deferred charges	27,074.	9 24,693.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 228,894.	
	10b	Less: accumulated depreciation	10b 0.	10c 228,894.
	11	Investments - publicly traded securities		11
	12	Investments - other securities. See Part IV, line 11		12
	13	Investments - program-related. See Part IV, line 11		13
	14	Intangible assets		14
15	Other assets. See Part IV, line 11	17,995.	15 3,309.	
16	Total assets. Add lines 1 through 15 (must equal line 33)	428,770.	16 574,148.	
Liabilities	17	Accounts payable and accrued expenses	138,913.	17 88,570.
	18	Grants payable		18
	19	Deferred revenue		19
	20	Tax-exempt bond liabilities		20
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22
	23	Secured mortgages and notes payable to unrelated third parties		23
	24	Unsecured notes and loans payable to unrelated third parties		24
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25
	26	Total liabilities. Add lines 17 through 25	138,913.	26 88,570.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27	Net assets without donor restrictions	126,494.	27 372,215.
	28	Net assets with donor restrictions	163,363.	28 113,363.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29
	30	Paid-in or capital surplus, or land, building, or equipment fund		30
	31	Retained earnings, endowment, accumulated income, or other funds		31
	32	Total net assets or fund balances	289,857.	32 485,578.
33	Total liabilities and net assets/fund balances	428,770.	33 574,148.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,207,459.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,053,485.
3	Revenue less expenses. Subtract line 2 from line 1	3	153,974.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	289,857.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	41,747.
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	485,578.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2b	Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Schedule A (Form 990) 2021

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...						
9 Net income from unrelated business activities, whether or not the business is regularly carried on ...						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	0.	0.	485,540.	434,832.	587,871.	1508243.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose			1221241.	1486485.	1546613.	4254339.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5			1706781.	1921317.	2134484.	5762582.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons			420,811.	428,876.	451,166.	1300853.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year					358,535.	358,535.
c Add lines 7a and 7b			420,811.	428,876.	809,701.	1659388.
8 Public support. (Subtract line 7c from line 6.)						4103194.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6			1706781.	1921317.	2134484.	5762582.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	0.	0.	135.	177.	107.	419.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b			135.	177.	107.	419.
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on					72,868.	72,868.
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)			1706916.	1921494.	2207459.	5835869.

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*
- b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*
- b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*
- c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*
- b Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

Part IV Supporting Organizations (continued)

- 11 Has the organization accepted a gift or contribution from any of the following persons?
- a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?
 - b A family member of a person described on line 11a above?
 - c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a The organization satisfied the Activities Test. Complete line 2 below.
 - b The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).

- 2 Activities Test. Answer lines 2a and 2b below.
- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- 3 Parent of Supported Organizations. Answer lines 3a and 3b below.
- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI.
 - b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

**** PUBLIC DISCLOSURE COPY ****

Schedule B
(Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990 or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Name of the organization

The Chase Home

Employer identification number

82-3657987

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2021)

Schedule B (Form 990) (2021)

Name of organization

Employer identification number

The Chase Home

82-3657987

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		\$ 451,166.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Schedule B (Form 990) (2021)

Name of organization

Employer identification number

The Chase Home

82-3657987

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Name of organization The Chase Home	Employer identification number 82-3657987
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization

The Chase Home

Employer identification number
82-3657987

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space
- 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.
- | | Held at the End of the Tax Year |
|--|---------------------------------|
| a Total number of conservation easements | 2a |
| b Total acreage restricted by conservation easements | 2b |
| c Number of conservation easements on a certified historic structure included in (a) | 2c |
| d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register | 2d |
- 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶
- 4 Number of states where property subject to conservation easement is located ▶
- 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?
- 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶
- 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$
- 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?
- 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

- 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
- b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- (i) Revenue included on Form 990, Part VIII, line 1 ▶ \$
- (ii) Assets included in Form 990, Part X ▶ \$
- 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:
- a Revenue included on Form 990, Part VIII, line 1 ▶ \$
- b Assets included in Form 990, Part X ▶ \$

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2021

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | |
| d Additions during the year | |
| e Distributions during the year | |
| f Ending balance | |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment _____%
- b Permanent endowment _____%
- c Term endowment _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) Unrelated organizations		
(ii) Related organizations		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment. Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		228,894.		228,894.
d Equipment				
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				228,894.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely held equity interests, (3) Other, and sub-rows (A) through (H).

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows numbered (1) through (9).

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows numbered (1) through (9).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

Table with 2 columns: (a) Description of liability, (b) Book value. Row 1 includes (1) Federal income taxes, followed by rows (2) through (9).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		Wine/Chocolate		None		
		(event type)	(event type)	(total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts	85,008.		85,008.	
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2)	85,008.		85,008.	
Direct Expenses	4	Cash prizes				
	5	Noncash prizes	2,285.		2,285.	
	6	Rent/facility costs				
	7	Food and beverages	7,530.		7,530.	
	8	Entertainment				
	9	Other direct expenses	2,325.		2,325.	
	10	Direct expense summary. Add lines 4 through 9 in column (d)				12,140.
	11	Net income summary. Subtract line 10 from line 3, column (d)				72,868.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Revenue	1	Gross revenue				
	2	Cash prizes				
Direct Expenses	3	Noncash prizes				
	4	Rent/facility costs				
	5	Other direct expenses				
	6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
	7	Direct expense summary. Add lines 2 through 5 in column (d)				
	8	Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
 b If "Yes," explain: _____

11 Does the organization conduct gaming activities with nonmembers? Yes No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No

13 Indicate the percentage of gaming activity conducted in:
a The organization's facility 13a %
b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:
Name
Address

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No

b If "Yes," enter the amount of gaming revenue received by the organization \$ and the amount of gaming revenue retained by the third party \$

c If "Yes," enter name and address of the third party:

Name
Address

16 Gaming manager information:

Name
Gaming manager compensation \$
Description of services provided

Director/officer Employee Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year \$

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (ii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Multiple horizontal lines for supplemental information.

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

Name of the organization

The Chase Home

Employer identification number
82-3657987

Form 990, Part I, Line 1, Description of Organization Mission:

services to children and families.

Form 990, Part III, Line 4d, Other Program Services:

Diversion Program - Provides support and services to youth in the
community to prevent court involvement and charges against the youth.

Expenses \$ 39,108. including grants of \$ 0. Revenue \$ 48,511.

Form 990, Part VI, Section B, line 11b:

Reviewed by treasurer

Form 990, Part VI, Section C, Line 19:

Documents are available by mail, fax, or pick up.

Form 990, Part X, Line 10: Land, Buildings, and Equipment:

Section 1.263(a)-3(n) Election:

The Chase Home

698 Middle Road

Portsmouth, NH 03801

EIN: 82-3657987

The Chase Home is electing to capitalize repair and maintenance costs
under Regulation Section 1.263(a)-3(n).

**SCHEDULE R
(Form 990)**

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization

The Chase Home

Employer identification number

82-3657987

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
Chase Home for Children - 02-2229190 698 Middle Road Portsmouth, NH 03801	Support of The Chase Home	New Hampshire		PF	N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2021

DocuSign Envelope ID: 1891915F-AE07-47A8-9576-BFEBF6CCD13D

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

- a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity
- b Gift, grant, or capital contribution to related organization(s)
- c Gift, grant, or capital contribution from related organization(s)
- d Loans or loan guarantees to or for related organization(s)
- e Loans or loan guarantees by related organization(s)

- f Dividends from related organization(s)
- g Sale of assets to related organization(s)
- h Purchase of assets from related organization(s)
- i Exchange of assets with related organization(s)
- j Lease of facilities, equipment, or other assets to related organization(s)

- k Lease of facilities, equipment, or other assets from related organization(s)
- l Performance of services or membership or fundraising solicitations for related organization(s)
- m Performance of services or membership or fundraising solicitations by related organization(s)
- n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)
- o Sharing of paid employees with related organization(s)

- p Reimbursement paid to related organization(s) for expenses
- q Reimbursement paid by related organization(s) for expenses

- r Other transfer of cash or property to related organization(s)
- s Other transfer of cash or property from related organization(s)

	Yes	No
1a		X
1b		X
1c		X
1d		X
1e		X
1f		X
1g		X
1h		X
1i		X
1j		X
1k		X
1l		X
1m		X
1n		X
1o		X
1p		X
1q		X
1r		X
1s		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

Form **8868**
(Rev. January 2022)

Application for Automatic Extension of Time To File an Exempt Organization Return

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions. The Chase Home	Taxpayer identification number (TIN) 82-3657987
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 698 Middle Road	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Portsmouth, NH 03801	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12
Form 990-T (corporation)	07		

Katherine Wheeler
698 Middle Road - Portsmouth, NH 03801

• The books are in the care of ▶ **698 Middle Road - Portsmouth, NH 03801**

Telephone No. ▶ **603-436-2216** Fax No. ▶ _____

• If the organization does not have an office or place of business in the United States, check this box

• If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____ . If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until May 15, 2023, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ calendar year _____ or

▶ tax year beginning JUL 1, 2021, and ending JUN 30, 2022

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form-8879-TE for payment instructions.

The Chase Home's Board of Directors

2023

Brian Gibb, BOD President

Joanna Kelly

Tatiana Czaplicki

Ben Lindberg

William Tucker, BOD Treasurer

T.D. Thompson

Shane McDonough

Scot Hopps

Phil Demers

Andrea Pruna

Christy Whipple

Objective: To obtain a Relief Staff position at The Chase Home for Children

Education: B.S., Recreation Management and Policy, Therapeutic Recreation Option
Minor: Psychology
Expected Graduation: May, 2008
University of New Hampshire, Durham, NH

Related Courses:

Therapeutic Recreation Internship, September 2007

- Northeast Rehabilitation Health Network, Salem, NH. Completed a 14 week internship creating and implementing treatment plans with individuals recovering from stroke, spinal cord injury, brain injury, orthopedic injuries.

Therapeutic Communication & Facilitation Techniques in Therapeutic Recreation, January 2007

- Steppingstones, Portsmouth, NH, a program of the Krempels Brain Injury Foundation. Plan and facilitate groups for adults with traumatic brain injury and cerebrovascular accidents at a community-based brain injury day program.

Assessment & Treatment Planning in Therapeutic Recreation, September 2006

- Northeast Passage, Durham, NH. Created and implemented an individualized treatment plan for an adolescent with a Pervasive Developmental Disorder who participated in a school based therapeutic recreation program.

Recreation Management & Policy Practicum, January 2006

- Edgewood Centre, Portsmouth, NH. Co-facilitated recreation activities for older adults.

Recreation Services Program Design & Planning, September 2005

- Friends Project, Portsmouth, NH. Designed and implemented an accessible Halloween event/party for adolescents with a variety of developmental and physical disabilities.

Activities:

Member of Alpha Phi Omega Spring 2005 – Present

- **Co-service chair of Alpha Phi Omega, Spring 2007**
Responsibilities involve seeking and coordinating community service projects
- **Fellowship Coordinator of Alpha Phi Omega, Spring 2006**
Responsibilities involve creating and coordinating recreation activities for the members.

Intramural Sports: Floor Hockey, Broomball, and Water Polo, University of New Hampshire, January 2005 - Present

Certifications:

First Aid & CPR
Certified Therapeutic Recreation Specialist (Expected October 2008)

Katherine "Meme" Wheeler



LEADERSHIP SUMMARY

- ❖ Strategic, resourceful non-profit leader with 20 years of expertise in engaging with the Health & Human Services and Child Welfare systems to work effectively in improving the life outcomes of children and their families.
- ❖ Social innovator with superior operations skills and knowledgeable on how to secure federal, grant-based and private funding for critical social service work.
- ❖ Successful at building sustainable relationships with state and federal government officials, legislators, lobbyists, thought-leaders, private agencies and communities.
- ❖ Analytical leader with the ability to synthesize, assess and research to identify best practices and policies.
- ❖ Powerful communicator with outstanding writing, speaking and public presentation skills.
- ❖ Data-based decision maker who relies on both quantitative and qualitative analysis to arrive at sound decisions and prioritizes and communicates goals to staff and team members effectively.
- ❖ Results-oriented supervisor with the ability to train, mentor, evaluate others for optimum performance and provide technical assistance as needed. Collaborative team member skilled at consensus-building and working across reporting, departmental and organizational lines to achieve superior, cost-effective results for clients; facilitates discussion in the workplace through meetings, ongoing written communication and by consulting staff regularly to generate creativity, ideas and buy-in for key projects; builds working partnerships with community stakeholders, government and private participants.
- ❖ Skilled mediator with a knack for problem-solving in pragmatic, cost-effective ways.
- ❖ Natural relationship builder with a solution-focused approach and the belief there are no dead-ends, only other roads to pursue.
- ❖ Successful child advocate with a passion for and commitment to substantially improving the lives of children and families, using strategies to achieve permanent outcomes through reunification, adoption, guardianship and foster care.

PROFESSIONAL EXPERIENCE

Casey Family Services
Agency of the Annie E. Casey Foundation

1997 to Present

Division Director, Lowell, MA

- *Administrative and financial accountability for all CFS operations within the Lowell division assuring compliance (state, federal and accrediting authorities), and program/services quality.
- *Director of 25 staff, accountable for the implementation of CFS philosophy, mission and objectives.
- * Submits the annual division operating budget of \$3.2 million in accordance with established guidelines to CFS Executive Committee. Approves budgeted expenses assuring fiscal responsibility and identifies all variances.
- * Active driver of continuous improvement to build a high performance culture.
- * Advocate for and implementer of high quality, evidence-based child and family services. Serves on external committees, boards, and as a leader of internal committees and work groups.

Deputy Division Director, Concord, NH

- *Managed all division operations to generate high service quality in full compliance with relevant state and federal regulations.
- *Direct supervisor, mentor and coach of six Team Leaders.
- *Representative of organization at professional meetings, conferences and in public venues.
- *Influenced child welfare practice and increased public awareness of Casey Family Services by cultivating trusting, collaborative relationships with public agencies.
- *Drafted reports synthesizing key aspects of work, suggested strategies and analyzing outcomes. Responsible for work strategies, communications and staff performance.

Katherine Wheeler Resume
Page Two

Team Leader

- *Staff supervisor of foster care and family resource center professionals.
- *Part of Management Team responsible for overall operations and efficiency of the New Hampshire Division.
- *Conducted training, evaluations and strategic planning for the team.
- *Highly involved in the roll out of the Case Information System, a child welfare case management system.
- *Partnered with Division Director to develop the services at the Family Resource Center in the Franklin School District. Co-drafter who helped to procure 5-year grant funding from the 21st Century Learning Center Grant to implement before and after school programs within Franklin School System.
- *Partnered with Division Director to create and implement the Accelerated Reunification Program for children and families referred by DCYF. This program successfully reunified families within a 90 day period.

Social Worker

- *Conducted foster family training and provided intensive support, social work and clinical case management support for children and families.
- *Worked closely with federal, state and local agencies to achieve favorable outcomes.

Division for Children, Youth and Families

Rochester, New Hampshire
1990-1997

Assistant Supervisor

- *Supervised four social workers and an intern while carrying two caseloads.
- *Interviewed and hired new employees as part of a team.
- *Directly supervised family service/assessment social workers and evaluated staff.
- *Provided strategic guidance for critical case management decisions.
- *Analyzed and synthesized factual data to identify best practices and to supplement agency fact-finding process. Facilitated meetings, conducted staff-training and coaching.
- *Provided technical assistance as needed and engaged in the beta testing of BRIDGES, a SACWIS purchased by DCYF to improve the outcomes for all clients.

Permanency Worker

- *Specialized in developing and implementing permanent plans (adoption, guardianship, foster care) for children not returning to family living situations.
- *Collaborated extensively with the New Hampshire District and Probate Court systems.
- *Worked with court representatives to define and deliver permanency results for each child on caseload.

Family Service Worker

- *Worked with abused and/or neglected children and their families.
- *Developed and implemented case plans to reunify or prevent placement for each family.

Selected Related Experience

Clinical Social Worker-Portsmouth Pavilion/Portsmouth Regional Hospital

Charge Counselor-Dover Children's Home

EDUCATION, CERTIFICATION AND PROFESSIONAL MEMBERSHIP

Master of Social Work
Advanced Standing Program -- Clinical Concentration
University of New England Biddeford, Maine

Bachelor of Social Work
Hood College Frederick, Maryland

University of Pittsburgh
Semester at Sea Program
Traveled to: Japan, China, USSR, Malaysia, Spain, Egypt, Philippines, Taiwan, India, Turkey, and Yugoslavia as part of educational program.

LICSW, New Hampshire #1279
National Association of Social Workers-Active Member

Katherine Wheeler Resume
Page Three

Current Experience:

Chase Home for Children, Portsmouth, NH

June, 2013 to Present

Executive Director

- *Administrative and financial accountability for all Chase Home operations
- * Director of 32 staff
- *Active Fundraiser for the sustainability of Chase Home
- *Assuring compliance with state licensing and certification requirements
- * Accountable to Chase Home Board of Trustees and Board of Directors
- *Active driver of continuous improvement to build high quality services to youth and their families
- *Provides clinical oversight to all programming: residential, in-home family therapy, and clinicians



Lindsey Ellis

Objective

To inspire motivation and dedication within Chase Home staff in order to enhance a program that addresses the ever changing needs of at risk youth.

Experience

2010- Present, The Chase Home for Children Portsmouth, NH
Education Coordinator

- Currently serve as the liaison between The Chase Home for Children and several local school districts regarding the educational needs of the residents. Extensive experience with traditional as well as alternative educational settings.
- Represent the Chase Home in all school related issues/meetings including the development of Individual Education Plans (IEP), attending Student Services Team (SST) meetings, attending parent/teacher meetings, and coordinating Alternative School placements as needed.
- Act as part of a multidisciplinary team in Individual Treatment Plan meetings to develop educational goals and maintain updated education charts for the residents of the Chase Home.
- Complete monthly reports for each resident to update the treatment team on the progress made towards their educational goals.
- Hiring and Supervision of the tutoring position and facilitating communication between the tutors and residential staff.
- Supervise student interns and providing evaluative reports to their respective schools.
- Participate in weekly staff meeting and clinical rounds; participate in weekly management team meetings.
- Provide crisis intervention assistance and support to Direct Care Staff as needed.
- Create, coordinate, and implement the summer program.

2009-2010, The Chase Home for Children Portsmouth, NH

Primary Counselor

- Supported adolescents in developing and refining their social, behavioral, educational, and independent living goals to assist them in reintegrating into society.
- Provided daily therapeutic structure and activities for residents within the program.
- Provided consistency regarding the rules and guidelines of the program to promote responsibility and accountability of residents.
- Worked with the Clinical Director to develop behavior plans for primary residents.
- Substituted for Supervisor as acting supervisor on weekends to ensure that the program ran effectively and new residential counselors developed the proper skills in various situations.
- Under the supervision of the Clinical Director, facilitated group therapy sessions for adolescent girls.

2008, Internship at The Chase Home for Children Portsmouth, NH

Intern

- Assisted the Education Coordinator in developing an Independent Living Curriculum for the program and implementing this curriculum with residents of age.
- Under the Supervision of the Education Coordinator, attended Individual Education Plans (IEP) for residents to support their educational progress.
- Under the Supervision of the Education Coordinator, attended weekly SST meetings at Portsmouth High School to identify at risk youth.

2003-2010 Friendly's Corporation Rochester, NH

Server/Trainer

- Trained new employees to follow proper procedures and regulations.
- Ensured that guests feel comfortable and welcome in the restaurant atmosphere.

Education

2004-2008 University of New Hampshire Durham, NH

- B.A., Psychology
- Completed Internship with the Education Coordinator at Chase Home for Children.

2008-present Certifications Portsmouth, NH

- Medication Administration Certification
- Defibrillator Training
- Water Safety Certification
- Residential Counselor Core Training
- Girls Circle Certification
- Ropes Course Training
- Intensive Family Collaborative (IFC) Training
- Family Systems Training
- Crisis Prevention Intervention (CPI) Certification
- Trauma Focused Cognitive Behavioral Therapy (CBT) Training
- Positive Strength Based Approach Training

Interests

Soccer, Hiking, Music, Working with Children, Traveling, Snowboarding

References

Laurie Carrera- Previous Treatment Coordinator at The Chase Home for Children

[REDACTED]

Craig Dennis- Previous Program Director at The Chase Home for Children

[REDACTED]

Stacy Randazzo- Friend of 18 years

[REDACTED]

Erica Marchant

SUMMARY

Clinical Mental Counseling Student with three years in the field working with youth populations. Experience working with a diverse population of individuals including those with mental health disorders, behavioral concerns, Autism Spectrum Disorder, and Crisis stabilization requirements. Exceptional writing and communication skills. Proven ability to work with difficult situations and provide a high level of service to clients. Possesses easily transferable skills including organization, working as part of a team, and dedication to serving others.

EDUCATION

Master of Arts in Clinical Mental Health Counseling Southern New Hampshire University	Antic Compl date June 2023
Master of Fine Arts in Creative Writing Southern New Hampshire University	June 2020
Bachelor of Arts in Psychology Southern New Hampshire University	May 2017

COUNSELING SKILLS

- Evaluate and complete assessments to complete individualized treatment plans.
- Demonstrates awareness around culturally diverse populations
- Utilize microskills including non-verbals, paraphrasing, and encouragers when working with clients

PROFESSIONAL EXPERIENCE

Outreach Counselor

February 2020-December 2021

The Edinburg Center

- Participated in the development of pilot flex team contracted through Department of Mental Health by working as both a therapeutic support specialist as well as a behavior monitor
- Assisted licensed clinicians with assessments, crisis response, and safety planning by working as a team, or, in some cases, using judgement to make safety related decisions in the best interest of the client
- Assisted program director in development of program policies and role definitions by evaluating areas of success and areas that need improvement
- Managed caseload of 6-9 clients at a time using appropriate organization and time management
- Attended weekly professional development meetings to further enhance skills.

Registered Behavior Technician

May 2018-April 2019

RCS Learning Center

- Implemented ABA services to children in the Early Intervention program using data driven techniques and interventions to foster desired outcomes
- Observed, recorded, and analyzed behavior data to detect patterns using timers, a variety of measurement tools, and graphing
- Participated in weekly supervision and professional development to further develop ABA skills
- Provided after-session updates to parents and guardians to ensure questions were being answered and progress was being properly understood

Mary jo Beevers

Work Experience

Counselor

Hampstead Hospital - Hampstead, NH
February 2022 to Present

Primarily work on the young adult unit, providing patient safety, support and DBT/CBT group facilitation. Assessing the current milieu and providing the most appropriate skill objectives to meet the needs of the patients most appropriately. CPI certified

Private Caregiver

Self employed.
1995 to 2018

Providing patient advocacy and care within their home. Strengthening family understanding and support to increase as much independent living as possible, always maintaining an adherence to safety, personal dignity and continued engagement in life matters of importance to patient.

Shift Supervisor

LINDT & SPRUNGLI NORTH AMERICA - Kittery, ME
2009 to 2011

Providing exemplary customer services and sales, always encouraging add on sales and customer loyalty program. Managing and reporting daily sales goals and achievements. Management of sales floor and replenishment, inventory, product turn around by date coding of inventory.

Dept. Supervisor card/ gift wrapping section

Hallmark - Portsmouth, NH
2007 to 2009

Providing sales and pos strategies to upsell to increase sales metrics. Maintain department inventory both manually and electronically. Follow Hallmark set up guidelines to meet display standards.

Counselor

Seaborne Hospital - Dover, NH
1992 to 1995

As a counselor I ran group meetings, met individually, creating plans of action and other areas of counsel. Maintained DAP documentation of each patient in the unit. Occasionally provided support in outpatient settings for client in need of services outside our hospitals scope. Engaged in ongoing training monthly to stay abreast of new research and outcomes.

Store Manager

The Earring Tree - Newington, NH

Maintained all aspects of store functionality. Hiring and scheduling with appropriate coverage based on sales . Keeping a running inventory of specific jewelry over cost threshold . Training staff to do ear piercing, and calming strategies with young children. Attention to mall standard of operation/ meetings. Providing staff with training in product knowledge, up selling sales strategies while maintaining high level of customer service.

Personal advocate/ care giver

Self employed

From 2011-2020 I gave up outside employment to care for my elderly mother to enable her to stay in her home and live as independently as possible.

Education

Bachelor's degree in Behavioral Science

Granite State College - Durham, NH

May 2001

Course work in Master of Counseling

University of NH - Durham, NH

2001

Associate in Science course work in Business Administration

NH College

1993 to 1995

Skills

- Shift Management
- Supervising Experience
- Cash Handling
- POS
- Merchandising
- Retail Sales
- Store Management Experience
- Assistant Manager Experience
- Caregiving
- Upselling
- Management (10+ years)
- Customer service
- Customer relationship management
- Analysis skills
- Conflict management
- Social media management

- Profit & loss
- Interviewing
- Performance Management
- Recruiting
- Front desk
- Compliance management
- Care plans
- Negotiation
- Windows
- Teaching
- Addiction counseling
- Developmental disabilities experience
- Discharge planning
- Experience working with students
- Patient monitoring
- Employee Orientation
- Cognitive Behavioral Therapy
- Individual / Group Counseling
- Behavioral Therapy
- Group Therapy
- Change Management
- Senior Care
- Case Management
- Crisis Intervention
- Social Work
- Intake Experience
- Mental Health Counseling
- Team building
- Communication skills
- Bereavement support
- Hospice care
- Motivational Interviewing
- Behavioral Health
- Program Management
- Research
- Child & Family Counseling
- Meeting Facilitation
- Crisis Management

Certifications and Licenses

CPI

Additional Information

I left Lindt in order to provide advocacy and care for my mother during the last life stages of her life. Simultaneously, during this period I provided advocacy and support to a family member with ongoing mental health crises. Utilizing my background and education to ensure the best supports were continuously in place for both of them.

I am now in a position at Hampstead Hospital, that will allow me to utilize the skills I have and build new ones within the hospital team. I believe continuing my role with the management change, would positively effect the continuation of the existing treatment team strength and services, while providing exemplary patient care and service.

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Katherine (Meme) Wheeler	Executive Director	\$72,000
Kristy Whipple	Billing Specialist	\$13,000
Lindsey Ellis	Program Director	\$69,439
Mary Beevers	Family Worker	\$55,120
Erica Marchant	Clinical Coordinator	\$51,675

15 MAC



Lori A. Shibley
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	6,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

Orion House	Newport, NH				1,301,055.00
Newport, NH (VC# TBD)		433,685.00	433,685.00	433,685.00	
Vermont Permanency Initiative	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County				15,885,099.00
Orford, NH (VC# TBD)		5,295,033.00	5,295,033.00	5,295,033.00	
	Total:	\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$76,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 - OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

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

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

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

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

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

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

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

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

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

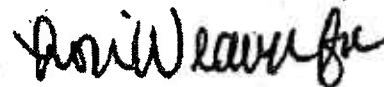
- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Monitor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

- 1 Robert Rodar, Administrator for DCYF
- 2 Richard Sarece, Administrator for DCYF
- 3 Shawn Blakely, Program Specialist IV, CBH
- 4 Paige Morgan, Youth Voice
- 5 Tania Godfredsen, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Ghesa Home	Portsmouth	89
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keane House	75
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Ann's Home, Inc.	St. Ann's	85
10	Webster House	Webster	75

Responsible Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tania Godtraden, Business Administrator, Finance



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

PROJECT TITLE	Behavioral Treatment Services for Children's Behavioral Health		
PROJECT NO NUMBER	RFP-2021-004-12-RSBD		
LEVEL OF CARE	Level 2	Level 3	TOTAL POINTS
1	Overseas Foundation	Disruptive Level 2 Intensive	75
2	Easton Boys	RI Boys - Intensive	81
3	Easton Boys	Lancaster - Intensive	81
4	Easton Boys	Zachary - Intensive	81
5	Easton Boys	RI Wolf - Intensive	80
6	North for Kids Wilderness	Wildlife	73
7	Wayne ABN (New Hampshire)	Wayne	80
8	Mount Prospect Academy, Inc.	Orion A New Weymouth	87
9	Mount Prospect Academy, Inc.	Orion A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Orion A PBS Putney	84
11	Mount Prospect Academy, Inc.	Orion A Sumner Farm	84
12	Mount Prospect Academy, Inc.	Orion C Crest Hampton	85
13	Mount Prospect Academy, Inc.	Orion D Cedar Point	84
14	Mount Prospect Academy, Inc.	Orion D Belle City Cornston	88
15	Five Haven Boys Center	Five	73
16	Spaulding Academy & Family Services	EP	85
17	Spaulding Academy & Family Services	HELP	85
18	Spaulding Academy & Family Services	LEP	85
19	St. Ann Home, Inc.	Orion A	87
20	St. Ann Home, Inc.	Level 2, Orion C	87
21	Stanton School, Inc.	Stanton	83
22	Vermont Permanency Initiative, Inc.	Vermont	81
23	Wayne Academy Inc.	Orion A	81

Declaration Items and Ties

- 1 Any Lessons Program (Schedule IV, CBH)
- 2 Family Focus Program (Schedule IV, CBH)
- 3 Keston Talent Program (Schedule IV, CBH)
- 4 Justice Keston Program, Administrative, DCYF
- 5 Five Haven, Accreditation, Program
- 6 Penelope Lessons, Program Accredited AHA



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pk	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	88
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	85
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	88
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	83

Evaluators Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Urquhart, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tarrin Oodtredean, Business Administrator, Finance
- 6 Elizabeth Lefontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Chase Home for Children in Portsmouth, N.H.		1.4 Contractor Address 698 Middle Road Portsmouth, NH 03801-4829	
1.5 Contractor Phone Number (603) 436-2216	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$4,758,056
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Katherine Wheeler</i> Date: 6/18/2021		1.12 Name and Title of Contractor Signatory Katherine Wheeler Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 6/21/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takmina Rakhatova</i> On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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


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

7. PERSONNEL.

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

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

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

Contractor Initials 
Date 6/18/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

ds
EW

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

Scope of Services

1. Statement of Work

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

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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1.13. Admissions, Discharges and Transitions

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15: Children's System of Care Values

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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



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and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

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

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

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

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

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

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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

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



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

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

2. Residential Treatment Levels of Care

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

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				600

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Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	Independent Living Program (ILP)	Portsmouth, NH	4	N/A
Level of Care 2; Intermediate Treatment	Residential Treatment Services	Portsmouth	14	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

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

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

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

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

2.5.3. **Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential

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

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

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

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

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

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

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

2.5.4. Supported Visits

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

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

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

2.5.5. Educational Services

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

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

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



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

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

2.5.6. Transportation

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

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

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

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

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

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

- 2.5.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.



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

2.6: Level of Care 2, Intermediate Treatment

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

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

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

2.6.3.2.2. **Medical Care**

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

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

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

2.6.4. Supported Visits

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

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

2.6.5. Educational Services

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

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

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- 2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.6.6. Transportation**
 - 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)). k/w

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

2.7. Reserved

2.8. Reserved

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

3. Specific Residential Treatment Program Requirements

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

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

3.2. Reserved

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

3.3.1. Chase Home Independent Living Program (ILP)

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:6	1:4 ILP Coordinator and Case Manager
Direct Care 2nd shift	Milieu 1:6	No Variation
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	No Variation
Clinical Ratio	1:10	1:4
Family Worker	1:8	1 FT Subcontracted Permanency Worker shared with other agency

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Family Therapist	Not Required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	Not required	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	If Q RTP Clinical and Nursing 24/7 available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
ILP Coordinator	Not required	1 FT
ILP Case Manager	Not required	1 PT
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Chase Home Residential Treatment

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	1:3
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:7
Clinical Ratio	1:10	No Variation 1 PT Subcontracted
Family Worker	1:8	No Variation
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	Not allocated
Board certified behavioral	Not required	Not allocated

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analyst (BCBA)		
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Permanency Worker	Not required	1 FT Subcontracted Permanency Worker shared with other agency
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

5. Reporting Requirements

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

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

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CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

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5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

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

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

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6.2. Performance Improvement

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

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.

6.2.1.4. Reduced use of out of district placement for school.

6.2.1.5. Increased school attendance and attainment.

6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.

6.2.2.3. Attending monthly meetings focused on performance.

6.2.2.4. Adjusting key performance metrics.

6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.

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

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

quickly return to home and community settings.

6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

6.2.4.1. Actions to be taken to correct each deficiency;

6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;

6.2.4.3. A time line for implementing the actions above;

6.2.4.4. A monitoring plan to ensure the actions above are effective; and

6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

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

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

- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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



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were available or required, e.g., the United States Department of Health and Human Services."

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

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

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payrolls, and other records requested or required by the Department.

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

8.1.4. Medical records on each individual of services.

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

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



Payment Terms

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

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



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

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$110,180.00 shall be provided to the Contractor, for the expenses incurred to launch/expand services based on the start-up budgets specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

Program - Level 1	
Residential for eligible youth per day	\$377.12
Program - Level 2	
Residential for eligible youth per day	\$362.30

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EXHIBIT C**



- 5.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
- 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
- 5.5.1. Sub-total: \$4,647,876.00
- 5.5.2. SFY 22: \$1,549,292.00
- 5.5.3. SFY 23: \$1,549,292.00
- 5.5.4. SFY 24: \$1,549,292.00
6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative

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



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

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

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic Information		
Agency Name	The Chase Home	
Start-up costs	Amount requested	Notes (if needed)
Personnel costs	\$ 51,680.00	
Supervisors/managers	21,680.00	2 F/T Residential Counselors for 1st and 2nd shifts
Frontline caseworkers	15,000.00	1 F/T Family Worker
Coordination or administrative support	15,000.00	1 F/T Permanency Worker (50% coverage of salary)
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$	
Lease		
Maintenance and utilities		
Other facility costs		
Program materials and supplies	\$	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 6,000.00	
Program license or other fees		
Program training (initial)	6,000.00	TBRI
Other EBP or program model costs		
Systems costs related to program	\$	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ 9,000.00	
Consulting	2,000.00	Consultation with Connected Elephant/TBRI compliance
Sub-contracting	7,000.00	Working for SMHC and sub-contracting with TCH
Equipment	\$ 41,500.00	
Vehicles		
Furniture	40,000.00	
Technology Equipment	1,500.00	Staff computers
Other Equipment		
Telecommunication	\$ 2,000.00	
Phones/Walkie Talkies	1,000.00	
Internet Service	1,000.00	Expansion of internet service in building
Other Telecommunication		
Client Provisions	\$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$	
Total start-up costs	\$ 101,680.00	

Ken Keller

Contractor Initials *KK*

Date: *7/13/21*

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

6/18/2021

Date

DocuSigned by:

Katherine Wheeler

Name: Katherine Wheeler

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

6/18/2021

Date

DocuSigned by:

Katherine Wheeler

Name: Katherine Wheeler

Title: Executive Director

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Vendor Initials

6/18/2021

Date



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/18/2021

Date

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/18/2021

Date

DocuSigned by:

Katherine Wheeler

Name: Katherine Wheeler

Title: Executive Director

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/18/2021

Date

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials

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Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials EW

Date 6/18/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials LW

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State
 by:
Katja Fox
 Signature of Authorized Representative
 katja.fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/21/2021
 Date

The Chase Home
 Name of the Contractor
Katherine Wheeler
 Signature of Authorized Representative
 Katherine Wheeler
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/18/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/18/2021

Date

DocuSigned by:

Katherine Wheeler

Name: Katherine Wheeler

Title: Executive Director

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Contractor Initials

Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 040243347

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

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021(item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 6,478,100
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services; Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a

temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential

treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.

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NA

Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.
Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not

limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge, Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.

1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.

1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.

1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.

1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

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

2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD -~~FA~~FAMILY

SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 4.1., by adding Paragraph 4.1.2., to read:

4.1.2. Clothing allowance daily rate of \$3.72 effective July 1, 2023 included in rate.

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: \$6,478,100.00

4.5.2. SFY 22: \$2,320,185.00

4.5.3. SFY 23: \$2,320,185.00

4.5.4. SFY 24: \$918,865.00

4.5.5. SFY 25: \$918,865.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023

Date

DocuSigned by:

Katja S. Fox

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Name: Katja S. Fox

Title: Director

Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI)

11/26/2023

Date

DocuSigned by:

Nadyia Abbas

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Name: Nadyia Abbas

Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/6/2023

Date

DocuSigned by:
Robyn Guarino
748734844941480
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1172891072
Notice Date: May 27, 2022
Case ID: 0-001-530-077



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DEVEREUX FOUNDATION
2012 RENAISSANCE BLVD
KING OF PRUSSIA PA 19406-2746

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DEVEREUX FOUNDATION is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1172891072
Notice Date: May 27, 2022
Case ID: 0-001-530-077



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DEVEREUX FOUNDATION
2012 RENAISSANCE BLVD
KING OF PRUSSIA PA 19406-2746

Confirmation Code: ywdqzv

CERTIFICATE OF AUTHORITY

Pursuant to the authority granted under Article 4, Section 12 of Bylaws of the Devereux Foundation d/b/a Devereux Advanced Behavioral Health ("Devereux"), any two Officers of Devereux are authorized to sign contracts on behalf of Devereux and the President and any second Officer may delegate authority to sign contracts on behalf of Devereux and in Devereux's name to other individuals by name.

We, Carl E. Clark II, President and Chief Executive Officer and Robert C. Dunne, Senior Vice President and Chief Financial Officer of Devereux hereby delegate to Nadyia Abbas, Executive Director, full authority to enter into and sign contracts on behalf of Devereux Foundation, dba Devereux Advanced Behavioral Health, with the state of New Hampshire, effective July 1, 2023, through June 30, 2024. The signature authority delegated to Ms. Abbas includes authorization to enter into contracts with the State of New Hampshire and any of its agencies or departments and Ms. Abbas is further authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgement be desirable or necessary to effect the purpose of this delegation of signature authority.

This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individuals to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: 12/06/23

DocuSigned by:
Carl Clark
Signature of Elected Officer
Name: Carl E. Clark II
Title: President and Chief Executive Officer

DocuSigned by:
Robert Dunne
Signature of Elected Officer
Name: Robert C. Dunne
Title: Senior Vice President and Chief Financial Officer

DESCRIPTIONS (Continued from Page 1)

General Liability (occurrence basis) and Professional Liability (claims made basis) coverage and attaches at \$10,000,000

Devereux Mission, Values and Commitment to Service

Our Mission

Devereux Advanced Behavioral Health changes lives – by unlocking and nurturing human potential for people living with emotional, behavioral or cognitive differences.

Our Core Values

- **Compassion:** We have a deep and abiding understanding of, and respect for, our individuals and their families.
- **Knowledge:** We rely on data and evidence to inform our care. Our work requires a marriage of science and art.
- **Collaboration:** We require an integrated team approach, based on respect, shared goals and altruism.
- **Dedication:** We maintain relentless optimism and perseverance to support the lifelong journey of those we serve.
- **Learning:** We pursue continuous personal improvement, professional development and expanding impact.
- **Progress:** We are *Always en Route*, continually incorporating new innovations to advance our services, our industry and the lives of those we serve.

Our commitment to serving others

In 2018, Devereux launched a transformative, organization-wide culture movement called “Servant Leadership.” Coined by Robert K. Greenleaf in the 1960s, Servant Leadership is a philosophy, and a set of values and practices, that enrich the lives of individuals, build better organizations and create a more just and caring world.

According to the Robert K. Greenleaf Center for Servant Leadership, a servant leader:

- Focuses primarily on the growth and well-being of people and the communities to which they belong;
- Shares power by putting the needs of others first; and
- Helps people develop and perform as highly as possible.

Devereux has embraced this philosophy to create an enhanced work environment where employees feel empowered to voice ideas that will benefit the individuals and families we serve, along with staff, external partners and our overall organization. As part of this long-term initiative, Devereux will continually work together to strengthen various behaviors within its organizational framework. These behaviors include:

- Being an active communicator
- Following-up on commitments
- Collaborating with others to find the best solutions
- Anticipating others’ needs
- Showing patience and a can-do attitude
- Being respectful, caring and willing to help

Ultimately, Devereux’s goal is to better support its employees and, as a result, improve organizational excellence and outcomes for the individuals and families its serves every day. Learn how Devereux’s servant leaders are empowering all those around them to be their best selves.

CONSOLIDATED FINANCIAL STATEMENTS

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health
Years Ended June 30, 2023 and 2022
With Report of Independent Auditors

Ernst & Young LLP



Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Consolidated Financial Statements

Years Ended June 30, 2023 and 2022

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Report of Independent Auditors

The Board of Trustees
Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

We have audited the consolidated financial statements of Devereux Corporation and Controlled Entities d/b/a Devereux Advanced Behavioral Health (Devereux) (the reporting entity was formerly known as The Devereux Foundation and Controlled Entities), which comprise the consolidated balance sheets as of June 30, 2023 and 2022, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Devereux at June 30, 2023 and 2022, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Devereux and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Devereux’s ability to continue as a going concern for one year after the date that the financial statements are issued.



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Devereux's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Devereux's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst & Young LLP

September 29, 2023

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Consolidated Balance Sheets
(In Thousands)

	June 30	
	2023	2022
Assets		
Current assets:		
Cash and cash equivalents, including funds held for individuals of \$2,423 and \$2,488 in 2023 and 2022, respectively	\$ 15,221	\$ 5,767
Accounts receivable, net	49,089	51,340
Current portion of assets limited as to use	5,508	496
Operating fund investments	13,796	50,984
Assets held for sale	3,745	—
Other current assets	13,821	5,363
Total current assets	101,180	113,950
Assets limited as to use:		
By board for designated purposes	145,699	145,307
By trustees under bond indenture agreements, net of current portion	678	651
By donor	17,096	16,062
By insurance agreement	9,000	9,000
	172,473	171,020
Property and equipment, net	128,472	127,691
Operating lease assets, net	19,959	21,599
Pledges receivable and deferred gifts	6,277	8,211
Other assets	12,548	16,217
Total assets	\$ 440,909	\$ 458,688

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Consolidated Balance Sheets (continued)
(In Thousands)

	June 30	
	2023	2022
Liabilities and net assets		
Current liabilities:		
Current portion of long-term debt	\$ 4,145	\$ 6,111
Current portion of operating lease liability	7,065	7,308
Line of credit	—	3,889
Accounts payable and accrued expenses	14,949	17,366
Employee compensation and related benefits	32,457	40,974
Current portion of estimated settlements due to third-party payors	11,224	12,144
Current portion of reserves under insurance programs and other current liabilities	27,682	22,238
Funds held for individuals	2,423	2,488
Total current liabilities	99,945	112,518
Estimated settlements due to third-party payors, net of current portion	2,217	1,340
Reserves under insurance programs, net of current portion	60,987	65,948
Other long-term liabilities	2,378	1,994
Deferred revenue	5,037	5,502
Obligation to provide future services and use of facilities to continuing care individuals	9,099	8,573
Operating lease liability, net of current portion	14,235	15,708
Long-term debt, net of current portion	41,928	46,175
Total liabilities	235,826	257,758
Net assets:		
Without donor restrictions	181,734	176,699
With donor restrictions	23,349	24,231
Total net assets	205,083	200,930
Total liabilities and net assets	\$ 440,909	\$ 458,688

See accompanying notes.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Consolidated Statements of Operations and Changes in Net Assets
(In Thousands)

	Year Ended June 30	
	2023	2022
Net assets without donor restrictions		
Revenue:		
Net service revenue	\$ 494,143	\$ 491,649
Investment income	10,782	15,032
Gifts and bequests	5,278	4,701
Other revenue	20,484	31,289
Net assets released from purpose restrictions for operations	3,230	1,659
	533,917	544,330
Expenses:		
Salaries and wages	325,013	328,593
Employee benefits	91,604	91,057
Food	7,561	7,192
Purchased services	38,044	38,360
Supplies	10,266	11,376
Plant operation and maintenance	31,152	31,514
Depreciation and amortization	15,441	15,527
Interest	2,349	2,434
Insurance	16,379	21,449
Other	10,176	9,335
	547,985	556,837
Operating loss before other items	(14,068)	(12,507)
Other items:		
Gain on investment in joint venture	—	2,696
Change in obligation to provide future services and the use of facilities to continuing care individuals	3,474	157
Change in fair value of interest rate swaps	874	2,990
Net gain on disposition of property	2,423	389
Inherent contribution from acquisition of TCV Community Services	—	9,581
Impairment of operating lease assets	—	(662)
Unrealized gains (losses) on investments in equity securities	12,081	(45,931)
Other income (loss), net	18,852	(30,780)
Excess (deficiency) of revenue over expenses	4,784	(43,287)

(Continued on following page.)

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Consolidated Statements of Operations and Changes in Net Assets (continued)
(In Thousands)

	Year Ended June 30	
	2023	2022
Net assets without donor restrictions (continued)		
Excess (deficiency) of revenue over expenses	\$ 4,784	\$ (43,287)
Other changes in net assets without donor restrictions:		
Unrealized gains (losses) on investments of fixed-income securities	58	(803)
Net assets released from restrictions for property and equipment purchases	193	96
Increase (decrease) in net assets without donor restrictions	5,035	(43,994)
Net assets with donor restrictions		
Gifts, grants, and bequests, net	3,275	3,122
Net realized and unrealized gain (loss) on investments	735	(1,384)
Net assets released from time and purpose restrictions for operations	(4,529)	(4,158)
Inherent contribution from acquisition of TCV Community Services	-	681
Net assets released from restrictions to finance property and equipment purchases	(193)	(96)
Appropriations of net assets for intended purposes, net	(170)	(177)
Decrease in net assets with donor restrictions	(882)	(2,012)
Increase (decrease) in net assets	4,153	(46,006)
Net assets, beginning of year	200,930	246,936
Net assets, end of year	\$ 205,083	\$ 200,930

See accompanying notes.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Consolidated Statements of Cash Flows
(In Thousands)

	Year Ended June 30	
	2023	2022
Operating activities		
Increase (decrease) in net assets	\$ 4,153	\$ (46,006)
Adjustments to reconcile increase (decrease) in net assets to net cash used in operating activities:		
Net gain on disposition of property	(2,423)	(389)
Depreciation and amortization	15,441	15,527
Forgiveness of refundable advance – PPP loan	–	(10,000)
Impairment of operating lease assets	–	662
Net realized and unrealized (gain) losses in fair value of investments	(16,948)	38,435
Change in obligation to provide future services	526	(157)
Change in fair value of interest rate swap	(874)	(2,990)
Restricted contributions	(3,275)	(3,122)
Inherent contribution from acquisition of TCV Community Services	–	(10,262)
Changes in operating assets and liabilities:		
Accounts receivable	2,251	(1,121)
Other current assets, net of insurance reserves	16	719
Pledges receivable	1,352	2,539
Accounts payable and accrued expenses	(2,597)	2,191
Employee compensation and related benefits	(8,517)	707
Deferred revenue	(465)	(238)
Estimated settlements due to third-party payors, net	(43)	(2,932)
Reserves under insurance programs and other liabilities	(3,205)	(3,130)
Net cash used in operating activities	<u>(14,608)</u>	<u>(19,567)</u>
Investing activities		
Purchases of property and equipment	(20,355)	(19,449)
Proceeds from sales of property and equipment	2,891	1,036
Cash acquired from acquisition of TCV Community Services	–	3,410
Purchases of investments	(41,204)	(92,452)
Sales of investments	94,843	90,537
Net cash provided by (used in) investing activities	<u>36,175</u>	<u>(16,918)</u>
Financing activities		
Proceeds from line of credit	272,928	130,304
Repayments of line of credit	(276,817)	(126,415)
Repayments of long-term debt	(6,113)	(4,551)
Deferred financing costs paid	–	(32)
Restricted contributions, net	3,857	1,648
Net cash (used in) provided by financing activities	<u>(6,145)</u>	<u>954</u>
Increase (decrease) in cash and cash equivalents and restricted cash and restricted cash equivalents	15,422	(35,531)
Cash and cash equivalents and restricted cash and restricted cash equivalents at beginning of year	<u>10,095</u>	<u>45,626</u>
Cash and cash equivalents and restricted cash and restricted cash equivalents at end of year	<u>\$ 25,517</u>	<u>\$ 10,095</u>

See accompanying notes.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements
(In Thousands)

June 30, 2023

1. Organization and Basis of Presentation

Devereux Corporation (DevCorp) and Controlled Entities d/b/a Devereux Advanced Behavioral Health is a not-for-profit corporation that administers and supports an integrated network of organizations dedicated to the treatment of, and carrying on the educational work in connection with, emotional, behavioral, neurological, intellectual disabilities, and other functional and nervous disorders.

DevCorp was created in 2023 to be the sole member of The Devereux Foundation (TDF) and Helena Devereux Foundation (HD Foundation) (collectively, the Controlled Entities) as part of an ongoing legal entity restructuring. Prior to DevCorp's creation, TDF was the sole member of HD Foundation. The prior reporting entity was formerly known as The Devereux Foundation and Controlled Entities.

TDF is dually designated by the Internal Revenue Service as an educational facility and health care organization, with a national network of behavioral health treatment centers for children, adolescents, and adults with complex emotional; psychiatric; and developmental disabilities, including individuals with autism spectrum disorders. Treatment settings range along a continuum from acute psychiatric inpatient and campus-based residential settings to community group homes, outpatient, foster care, in-home, educational, vocational, and prevention programs. TDF is the sole corporate member of the following entities:

Devereux Cleo Wallace (DCW) is a Colorado not-for-profit corporation that operates a psychiatric residential treatment facility and provides other behavioral health services in Westminster, Colorado. DCW is the sole corporate member of Devereux Cleo Wallace Foundation (DCW Foundation), a Colorado not-for-profit corporation that was established for the benefit of DCW. DCW Foundation has been inactive since 2020. DCW ceased operations in 2023 and its campus is being marketed for sale (see Note 7).

QualityHealth Staffing, LLC (QHS) is a consolidated subsidiary formed in February 2018 in Pennsylvania to provide behavioral health staffing services. QHS ceased operations during 2022.

Southeastern Pennsylvania Autism Resource Center (SPARC) is a Pennsylvania not-for-profit that provides outpatient services.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

1. Organization and Basis of Presentation (continued)

QualityHealth Pharmacy, LLC (QHP) is a consolidated subsidiary formed in April 2021 in Pennsylvania to provide pharmacy services.

Turtle Creek Valley Mental Health/Mental Retardation, Inc., doing business as TCV Community Services (TCV), is a Pennsylvania not-for-profit corporation that provides mental health, intellectual and developmental disabilities (IDD), and drug and alcohol services in western Pennsylvania. On January 1, 2022, TDF became the sole member of TCV through an affiliation agreement as further described below.

Additionally, as part of the legal entity restructuring, during 2023 new operating companies were created for each state in which TDF operates: California, Arizona, Texas, Florida, Georgia, New Jersey, New York, Massachusetts, Connecticut, and Pennsylvania. Operations in Pennsylvania are further divided into two entities, one for children's services and one for adult services. All of the aforementioned newly created entities (collectively the operating companies) are Pennsylvania not-for-profit corporations. As of June 30, 2023, none of these new companies were operational.

HD Foundation is a Pennsylvania not-for-profit corporation, which holds certain assets to benefit TDF's programs.

All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements.

The reporting entity resulting from the consolidation of Devereux Corporation and its Controlled Entities is collectively referred to as Devereux.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of consolidated financial statements in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

Cash and Cash Equivalents

Cash and cash equivalents, for which the carrying value approximates fair value, include money market funds and certain investments with original maturities of three months or less, excluding cash equivalents classified as assets limited as to use as such holdings are within investment portfolios. Devereux does not hold any money market funds with significant liquidity restrictions that would be required to be excluded from cash equivalents.

The following is a reconciliation of amounts reported on the consolidated balance sheets to the statements of cash flows as of and for the years ended June 30:

	2023	2022
Cash and cash equivalents	\$ 15,221	\$ 5,767
Assets limited as to use: cash and cash equivalents	10,296	4,328
Total cash and cash equivalents and restricted cash and restricted cash equivalents	\$ 25,517	\$ 10,095

Fair Value of Financial Instruments

Financial instruments consist of cash equivalents, accounts receivable, assets limited as to use and operating fund investments, accounts payable and accrued expenses, interest-rate swaps, line of credit, and long-term debt. The carrying amounts reported on the consolidated balance sheets for cash equivalents, accounts receivable, and accounts payable and accrued expenses approximate fair value.

Accounts Receivable

Accounts receivable are recognized in the period services are provided and are stated at an amount that reflects the consideration Devereux expects to receive from programs administered by state and local government agencies, commercial insurance, and private payors at established contracted rates inclusive of provisions for variable consideration, such as discounts and implicit price concessions.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

An allowance for uncollectible accounts is recorded only from a delinquency of accounts that were considered collectible at the time services were provided.

Assets Limited as to Use, Investments, and Investment Income

Assets limited as to use include assets set aside by the Board of Trustees (the Board), assets held by trustees under bond indenture agreements, assets for insurance agreements, and assets for donor purposes. Amounts set aside by the Board are designated for the operation of certain facilities, scholarships, continuing care, and other contingencies. The Board retains control over designated assets and may, at its discretion, subsequently designate the assets for other purposes. Assets limited as to use that are required for current obligations or designated for current use are reported as current assets. Assets limited as to use and operating fund investments are classified as other-than-trading securities.

Investments in marketable debt and equity securities are measured at fair value based on quoted market prices. Alternative investments are measured at the equity method value. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in investment income, or included in net realized and unrealized gains on investments in net assets with donor restrictions if such income is restricted by the donor or legislation. Investment income is reported net of external and direct internal investment expenses, such as trustee fees and investment fund management fees. Unrealized gains and losses on investments in equity securities and alternative investments measured at the equity method value are reported as a component of other income (loss), net. Realized gains and losses on investments sold are computed using the weighted average cost method.

Unrealized gains and losses on investments in fixed-income securities, to the extent that such losses are considered temporary, are reported as a component of other changes in net assets without donor restrictions for investments that are not held for donor-restricted purposes. Devereux periodically reviews its investments in fixed-income securities for other-than-temporary declines in the market value of investments. When an other-than-temporary decline is identified, the investment's cost is written down to the current market value, and the loss is recorded as a component of the excess (deficiency) of revenue over expenses.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

Property and Equipment

Property and equipment are recorded at cost or, if donated or acquired through a business combination, at fair market value at the date of receipt. Depreciation is provided on a straight-line basis over the expected useful lives of the assets. Gifts or grants for the purchase of long-lived assets, such as land, buildings, or equipment, are reported as other changes in net assets without donor restrictions. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of acquiring those assets. No interest was capitalized in 2023 or 2022.

Devereux continually evaluates whether later events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets may warrant revision or that the remaining balance may not be recoverable. When factors indicate that long-lived assets should be evaluated for possible impairment, Devereux uses an estimate of the related undiscounted operating income over the remaining life of the long-lived asset or determines the fair value of the long-lived asset in measuring whether the long-lived asset is recoverable. Devereux believes that no revision to the remaining useful lives or write-down of long-lived assets was required as of June 30, 2023 or 2022.

Deferred Financing Costs

Deferred financing costs represent expenditures incurred in the issuance of long-term debt and are amortized using the effective-interest-rate method over the term of the related debt. These costs are presented on the consolidated balance sheets as a direct reduction of the carrying value of the associated debt, consistent with the presentation of debt discounts or premiums.

Classification of Net Assets

Devereux separately accounts for and reports net assets without donor restrictions and net assets with donor restrictions. Net assets without donor restrictions are not externally restricted for identified purposes by donors or grantors. Net assets without donor restrictions include resources that the governing board may use for any designated purpose and resources whose use is limited by agreement between Devereux and an outside party other than the donor or grantor.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

Net assets with donor restrictions represent those net assets whose use has been limited by donors to a specific time period or purpose or have been restricted by donors to be maintained by Devereux in perpetuity, with income generally available to support health care and education services. When the donors' intentions are met or a time restriction expires, the net assets are reclassified to net assets without donor restrictions and reported on the consolidated statements of operations and changes in net assets as net assets released from restrictions. Net assets with donor restrictions that are required to be maintained in perpetuity are invested on a pooled basis with Devereux's Board-designated investments. In accordance with Commonwealth of Pennsylvania Act 141, organizations are annually permitted to spend between 2% and 7% of permanent endowments. For both 2023 and 2022, Devereux elected to spend at a blended rate of approximately 4.0%. Additionally, in accordance with the Pennsylvania law, Devereux classifies as net assets with donor restrictions that are required to be maintained in perpetuity (a) the value of gifts donated to the permanent endowment and (b) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument. This is regarded as the "historic dollar value" of the endowed fund. Any remaining unspent earnings of the donor-restricted endowment funds are not classified as a permanent endowment and are recorded within net assets with donor restrictions until those amounts are appropriated for expenditure by Devereux in a manner consistent with Devereux's spending policy.

Excess (Deficiency) of Revenue Over Expenses

The accompanying consolidated statements of operations and changes in net assets include the excess (deficiency) of revenue over expenses as the performance indicator. Changes in net assets without donor restrictions that are excluded from the excess (deficiency) of revenue over expenses are unrealized gains and losses on investments in fixed-income securities, to the extent that such losses are considered temporary, and net assets released from restrictions for property and equipment purchases. For purposes of presentation, transactions deemed by management to be ongoing, major, or central to the provision of services are reported as operating revenue and operating expenses; peripheral or incidental transactions and unusual, nonrecurring items are excluded from operating results and are reported as other items within the excess (deficiency) of revenues over expenses.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

Income Taxes

DevCorp, TDF, HD Foundation, DCW, DCW Foundation, SPARC, TCW, and the operating companies are exempt from federal income tax on related income under Sections 501(a) and 501(c)(3) of the Internal Revenue Code as well as state and local income taxes pursuant to the corresponding state exemption provisions. QHS and QHP are classified as disregarded entities of Devereux for federal and state income tax purposes. The effects of income taxes are not material to the accompanying consolidated financial statements.

Charity Care

In advancement of its charitable mission, Devereux accepts individuals with limited or no ability to pay for services. An individual is classified as a charity individual by reference to certain established policies. Essentially, these policies define charity services as those for which payment is not anticipated. In assessing an individual's ability to pay, Devereux uses generally recognized poverty income levels, but also includes cases where incurred charges are significant relative to income.

Under certain governmental payment programs, Devereux has been paid an amount less than actual costs due to agency budgetary constraints or other factors. The economic loss attributable to such programs is also included as charity care. Charity care amounts are not included in net service revenue or accounts receivable. The amount of costs incurred for services provided to individuals who qualify for charity care and the economic shortfall attributable to unreimbursed costs of certain programs aggregated \$26,836 and \$40,090 in 2023 and 2022, respectively.

Devereux also provides a variety of services and benefits within the communities in which it operates for which no compensation is received.

Contributions and Pledges Receivable

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Unconditional promises to give cash and other assets that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

discounts on those amounts are computed using a risk-free interest rate applicable to the year in which the promise is received. The gifts are reported as gifts, grants, and bequests in net assets with donor restrictions if they are received with donor stipulations that limit the timing or purpose for which donated assets can be used. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the consolidated statement of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as gifts and bequests in the accompanying consolidated financial statements.

Recent Accounting Pronouncements

Pending Changes

In June 2016, the Financial Accounting Standards Board issued Accounting Standards Update No. (ASU) 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The main objective of ASU 2016-13 and related ASUs is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. The amendments affect loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash. The amendments in this update are effective for Devereux for fiscal years beginning after December 15, 2022. Devereux is in the process of evaluating the impact of ASU 2016-13 on its consolidated financial statements.

TCV Community Services Affiliation

Effective January 1, 2022, Devereux and TCV entered into an affiliation agreement whereby Devereux became the sole corporate member of TCV. This affiliation was accounted for as a business combination. No consideration was exchanged for the net assets of TCV, and in accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Devereux recorded nonoperating inherent contribution income of \$9,581 for the year ended June 30, 2022, reflecting the fair value of the contributed net assets of TCV without donor restrictions. Additionally, inherent contribution income of \$681 was recorded in net assets with donor restrictions.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

The total fair value of assets, liabilities, and net assets contributed by TCV at January 1, 2022 was as follows:

Cash and cash equivalents	\$	3,410
Accounts receivable, net		876
Other current assets		151
Assets limited as to use		3,675
Property and equipment, net		4,454
Total assets acquired	<u>\$</u>	<u>12,566</u>
Accounts payable and accrued expenses	\$	197
Employee compensation and related benefits		399
Deferred revenue		990
Long-term debt		718
Total liabilities assumed		<u>2,304</u>
Net assets without restrictions		9,581
Net assets with restrictions		681
Total net assets		<u>10,262</u>
Total liabilities and net assets	<u>\$</u>	<u>12,566</u>

During the year ended June 30, 2022, the operations of TCV added \$7,535 to total revenue, of which \$6,324, \$1,183, and \$28 was included in net service revenue, other revenue, and investment income, respectively.

Reclassifications

Certain reclassifications have been made to 2022 amounts previously disclosed in order to conform to the current year presentation. These reclassifications had no impact on previously reported net assets.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

2. Summary of Significant Accounting Policies (continued)

Subsequent Events

In accordance with Accounting Standards Codification 855, *Subsequent Events*, management has evaluated subsequent events through the date the accompanying consolidated financial statements were issued on September 29, 2023.

Effective July 1, 2023, TDF became the sole member of PLEA (Parents League for Emotional Adjustment), a Pennsylvania provider of special education services. As of that date, PLEA had approximately \$2,500 of net assets and its annual revenue is approximately \$3,000.

3. Net Service Revenue

Accounts Receivable and Net Service Revenue

Net service revenue is reported at the amount which reflects the consideration that Devereux expects to receive in exchange for providing care. These amounts are due from individuals, third-party payors (including health insurers and government programs), and others and include variable consideration (reductions to revenue) in determining the transaction price.

Devereux uses a portfolio approach to account for categories of payor contracts as a collective group rather than recognizing revenue on an individual contract basis. The portfolios consist of major payor classes for residential revenue and outpatient and community-based revenue as well as high-balance accounts regardless of payor class. Based on historical collection trends and other analyses, Devereux believes that revenue recognized by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach were used.

Devereux's initial estimate of the transaction price for services provided to individuals subject to revenue recognition is determined by reducing the total contracted rates related to the services provided by various elements of variable consideration, including discounts, price concessions, and other reductions to Devereux's contracted rates. The estimates for discounts and price concessions are based on contractual agreements, Devereux's policies, and historical experience.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

3. Net Service Revenue (continued)

Generally, Devereux bills government agencies and third-party payors on a monthly or weekly basis after the services are performed. Net service revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by Devereux. Net service revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total charges. Devereux believes that this method provides a reasonable depiction of the transfer of services over the term of the performance obligation based on the services needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residential services, education services, or case management services. Substantially all of its performance obligations relate to contracts with a duration of one year or less.

Subsequent changes to the estimate of the transaction price (determined on a portfolio basis when applicable) are generally recorded as adjustments to net service revenue in the period of the change. For the years ended June 30, 2023 and 2022, changes in Devereux's estimates of price concessions, discounts, contractual adjustments, or other reductions to expected payments for performance obligations were not material. Portfolio collection estimates are updated based on collection trends. Subsequent changes that are determined to be the result of an adverse change in the individual's ability to pay (determined on a portfolio basis when applicable) are recorded as provision for bad debts. Provision for bad debts for the years ended June 30, 2023 and 2022 was not material.

Devereux has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors: payors and lines of business. Tables providing details of these factors are presented below.

Net service revenue recognized from major payor sources is as follows:

	Year Ended June 30	
	2023	2022
Medicaid	\$ 258,927	\$ 265,899
Social services agencies	134,287	129,851
Educational agencies	72,485	69,649
Private pay	17,496	20,498
Commercial insurance	10,948	5,752
	\$ 494,143	\$ 491,649

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

3. Net Service Revenue (continued)

Net service revenue by line of business is as follows:

	June 30	
	2023	2022
Campus-based residential	\$ 179,692	\$ 174,257
Community-based residential	162,765	161,788
Education services	57,354	52,545
Outpatient/other services	54,929	53,800
Foster care	22,914	28,275
Case management	6,782	10,813
Acute care	9,707	10,171
	\$ 494,143	\$ 491,649

Third-Party Payment Programs

Settlements with third-party payors for cost report filings and retroactive adjustments due to ongoing and future audits, reviews, or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing services. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor, and Devereux's historical settlement activity (for example, cost report final settlements), including an assessment to ensure it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Such estimates are determined through either a probability-weighted estimate or an estimate of the most likely amount, depending on the circumstances related to a given estimated settlement item. Estimated settlements are adjusted in future periods as adjustments become known (that is, as new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

3. Net Service Revenue (continued)

During the years ended June 30, 2023 and 2022, Devereux revised estimates made in prior years to reflect the passage of time and the availability of more recent information, such as cost report settlement activity, associated with the related revenue estimates. For the years ended June 30, 2023 and 2022, the net effect of Devereux's revisions to prior year estimates resulted in net service revenue increasing by approximately \$3,593 and \$4,657, respectively.

The majority of services are rendered to individuals through reimbursement programs administered by state and local governmental agencies, in some cases through a contracted managed care organization. Under these programs, payments are based upon fee-for-service rates, a combination of historical costs and prospectively determined rates, or reasonable costs, as defined. In total, these programs accounted for 94% and 95% of total net service revenue in fiscal years 2023 and 2022, respectively. The remaining services are rendered through payment arrangements with managed care organizations, commercial insurance carriers, or private accounts.

One government agency accounted for 15% of net service revenue in 2023; two government agencies accounted for 16% and 11% of net service revenue in 2022. Aside from these, no agencies accounted for more than 10% of net service revenue in either year.

Certain governmental agencies pay an interim rate or a fixed periodic amount during the period Devereux provides services and retroactively adjust the payment based upon actual costs incurred during the year or based on actual units of service delivered. Third-party settlements with governmental agencies are accrued on an estimated basis in the period the related services are rendered. Estimated settlements due to third-party payors are classified as current or noncurrent based on the anticipated timing of settlements. Differences between the estimated settlement and the finalized amounts are recorded in the year of settlement or when adjustments become known. In the opinion of management, adequate provision has been made for any additional adjustments that may result from the final settlement of outstanding cost reports.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

3. Net Service Revenue (continued)

Devereux is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations can be subject to government review and interpretation, as well as regulatory actions unknown and unasserted at this time. Government activity in the health care industry continues to increase with respect to investigations and allegations concerning possible violations of regulations by health care providers, which could result in the imposition of significant fines and penalties, as well as significant repayments of previously billed and collected revenues of services provided. Devereux has implemented a corporate compliance program and conducts documentation audits of services provided and the underlying clinical documentation to evaluate its compliance with established regulations. When potential overpayments are identified, payors are notified and refunds are issued. While Devereux is currently the subject of certain ongoing reviews and inspections by state and local government agencies, management is not currently aware of any allegations of noncompliance that could have a material adverse effect on the accompanying consolidated financial statements and believes that Devereux is in compliance with applicable laws and regulations in all material respects.

4. Investments and Liquidity

Investments are stated at fair value as follows:

	June 30	
	2023	2022
Assets limited as to use and operating fund investments:		
Cash and cash equivalents	\$ 10,296	\$ 4,328
Equity mutual funds	131,009	147,089
Fixed-income mutual funds	21,453	33,630
Multi-asset funds	8,000	9,654
Corporate bonds	12,612	16,608
U.S. government and agency bonds	6,797	11,063
Municipal bonds	684	—
Alternative investments, at equity method value	926	128
Total	\$ 191,777	\$ 222,500

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

4. Investments and Liquidity (continued)

Investment income and realized and unrealized gains and losses on investments and cash and cash equivalents are composed of the following:

	Year Ended June 30	
	2023	2022
Net assets without donor restrictions		
Amounts included in investment income:		
Interest and dividends	\$ 6,708	\$ 5,349
Net realized gains on sales of investments	4,074	9,683
	10,782	15,032
Net change in unrealized gains (losses) on investments in equity securities	12,081	(45,931)
Other changes in net assets without donor restrictions:		
Net change in unrealized gains (losses) on investments in fixed-income securities	58	(803)
Net assets with donor restrictions		
Net realized and unrealized gains (losses) on investments	735	(1,384)
Total investment gain (loss)	\$ 23,656	\$ (33,086)

Alternative Investment Commitments

At June 30, 2023, Devereux has unfunded commitments of \$17,752 in alternative investments, which consist of limited partnership interests in private equity and private credit funds. These commitments are expected to be funded within the next five years and will be made through the reallocation of other asset classes within the investment portfolio.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

4. Investments and Liquidity (continued)

Liquidity Resources

The table below presents financial assets and liquidity resources available for general expenditures within one year.

	June 30	
	2023	2022
Financial assets as reported on the accompanying balance sheets:		
Cash and cash equivalents	\$ 15,221	\$ 5,767
Accounts receivable	49,089	51,340
Operating fund investments	13,796	50,984
Assets limited as to use	177,981	171,516
Total financial assets	256,087	279,607
Less amounts not available to be used within one year for general expenditures:		
Assets limited as to use:		
By trustees under bond indenture agreements	1,186	1,147
By donor	17,096	16,062
By insurance agreement	14,000	9,000
Funds held for individuals	2,423	2,488
Financial assets available and liquid to meet general expenditures within one year	\$ 221,382	\$ 250,910
Additional liquidity from available line of credit (<i>Note 11</i>)	\$ 20,910	\$ 14,095

Devereux has certain Board-designated assets limited as to use that are available for general expenditure, subject to Board approval. Assets that are not available for general expenditure within one year in the normal course of operations, including assets limited as to use for donor-restricted purposes, debt agreements, and self-insurance programs, are excluded from the total liquidity balance in the table above.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

5. Fair Value Measurements

In determining fair value, Devereux uses the market approach. The market approach utilizes prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. Information used to establish fair value estimates falls into three tiers that prioritize the inputs used in measuring fair value. These tiers include Level 1 – defined as observable inputs such as quoted prices in active markets; Level 2 – defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3 – defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The following tables present the fair value hierarchy for Devereux’s financial assets and liabilities (excluding alternative investments of \$926 and \$128 at June 30, 2023 and 2022, respectively) measured at fair value on a recurring basis:

	Total	Level 1	Level 2	Level 3
June 30, 2023				
Cash and cash equivalents	\$ 15,221	\$ 15,221	\$ –	\$ –
Assets limited as to use and operating fund investments:				
Cash and cash equivalents	\$ 10,296	\$ 10,296	\$ –	\$ –
Equity mutual funds	131,009	131,009	–	–
Fixed-income mutual funds	21,453	21,453	–	–
Multi-asset funds	8,000	8,000	–	–
Corporate bonds	12,612	–	12,612	–
U.S. government and agency bonds	6,797	–	6,797	–
Municipal bonds	684	–	684	–
Total assets limited as to use and operating fund investments at fair value	\$ 190,851	\$ 170,758	\$ 20,093	\$ –
Beneficial interests in trusts held by third parties, net (Note 9)	\$ 6,216	\$ –	\$ –	\$ 6,216
Interest rate swaps	\$ 2,902	\$ –	\$ 2,902	\$ –

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

5. Fair Value Measurements (continued)

	Total	Level 1	Level 2	Level 3
June 30, 2022				
Cash and cash equivalents	\$ 5,767	\$ 5,767	\$ —	\$ —
Assets limited as to use and operating fund investments:				
Cash and cash equivalents	\$ 4,328	\$ 4,328	\$ —	\$ —
Equity mutual funds	147,089	147,089	—	—
Fixed-income mutual funds	33,630	33,630	—	—
Multi-asset funds	9,654	9,654	—	—
Corporate bonds	16,608	—	16,608	—
U.S. government and agency bonds	11,063	—	11,063	—
Total assets limited as to use and operating fund investments at fair value	\$ 222,372	\$ 194,701	\$ 27,671	\$ —
Beneficial interests in trusts held by third parties, net (Note 9)	\$ 7,180	\$ —	\$ —	\$ 7,180
Interest rate swaps	\$ 2,028	\$ —	\$ 2,028	\$ —

The following table sets forth the change in the fair value of financial instruments that are classified as Level 3:

Fair value balance, July 1, 2021	\$ 6,011
Additions	—
Distributions	—
Changes in fair value	1,169
Fair value balance, June 30, 2022	7,180
Additions	—
Distributions	(575)
Changes in fair value	(389)
Fair value balance, June 30, 2023	\$ 6,216

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

5. Fair Value Measurements (continued)

Devereux's Level 1 securities primarily consist of cash, money market funds, equity mutual funds, fixed-income mutual funds, and multi-asset funds. Devereux determines the estimated fair value for its Level 1 securities using quoted (unadjusted) prices for identical assets or liabilities in active markets. Devereux's Level 2 securities primarily consist of corporate, U.S. government and agency, and municipal bonds. Devereux determines the estimated fair value for its Level 2 securities using quoted prices for similar assets or liabilities in active markets.

The estimated value of the beneficial interests in trusts held by third parties is determined based on information provided by the trustee, including Devereux's proportional interests in the net assets of the trusts. The assets held in trust consist primarily of cash equivalents and marketable securities. The fair value of the interests of trusts held by third parties is measured using the underlying value of the investments, as well as discounted cash flow analysis of the expected cash flow of the trusts, and is reported as Level 3.

Interest rate swaps, which are classified as a Level 2 asset or liability, are valued using present value techniques, including a discounted cash flow analysis on the expected cash flow of the derivatives. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves.

6. Property and Equipment

	Estimated Useful Lives	June 30	
		2023	2022
Land		\$ 6,206	\$ 6,550
Land improvements	8–25 years	32,419	30,829
Buildings and improvements	5–40 years	271,174	281,000
Equipment	3–20 years	89,805	90,261
		<u>399,604</u>	<u>408,640</u>
Less accumulated depreciation		<u>281,273</u>	<u>287,473</u>
		118,331	121,167
Construction-in-progress		10,141	6,524
		<u>\$ 128,472</u>	<u>\$ 127,691</u>

Depreciation expense was \$15,361 and \$15,430 in 2023 and 2022, respectively.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

7. Assets Held for Sale

As indicated in Note 1, DCW ceased active program operations during 2023 and its campus in Westminster, Colorado, is being actively marketed for sale and met the asset held for sale criteria. As of June 30, 2023, the carrying value of the land, land improvements, buildings and improvements, and equipment of \$3,745 is reported as assets held for sale on the accompanying consolidated balance sheet. No impairment was identified during the year ended June 30, 2023. The 2012 Colorado Bonds (see Note 10) would be repaid with the proceeds from a sale of this property.

8. Leases

Devereux leases certain property and equipment under operating leases. Leases are classified as either finance or operating based on the underlying terms of the agreement and certain criteria, such as the term of the lease relative to the useful life of the asset and the total lease payments to be made as compared with the fair value of the asset, among other criteria. Finance leases result in an accounting treatment similar to acquisition of the asset.

For leases with initial terms of greater than a year, Devereux records the related right-of-use assets and liabilities at the present value of the lease payments to be paid over the life of the related lease. Devereux's leases may include variable lease payments and renewal options. Variable lease payments are excluded from the amounts used to determine the right-of-use assets and liabilities unless the variable lease payments depend on an index or a rate or are in substance fixed payments. Lease payments related to periods subject to renewal options are also excluded from the amounts used to determine the right-of-use assets and liabilities unless Devereux is reasonably certain to exercise the option to extend the lease. The present value of lease payments is calculated by utilizing the discount rate stated in the lease, when readily determinable. For leases for which this rate is not readily available, Devereux uses its incremental borrowing rate, reflective of lease term and underlying asset. Devereux has made an accounting policy election to separate lease components from non-lease components in contracts when determining its lease payments, as permitted by ASU 2016-02, *Leases (Topic 842)*. As such, Devereux does not account for the applicable non-lease components together with the related lease components when determining the right-of-use assets and liabilities.

Devereux has made an accounting policy election not to record leases with an initial term of less than a year as right-of-use assets and liabilities.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

8. Leases (continued)

During the year ended June 30, 2022, Devereux recorded an impairment charge of \$662 on operating lease assets as a result of ceasing to use leased space. No impairment was identified during the year ended June 30, 2023.

The following schedule summarizes information related to the lease assets and liabilities as of and for the years ended June 30:

	2023	2022
Lease cost:		
Operating lease cost	\$ 8,708	\$ 9,466
Short-term lease cost	516	554
Total lease cost	\$ 9,224	\$ 10,020
Right-of-use assets and liabilities:		
Right-of-use assets – operating leases	\$ 19,959	\$ 21,599
Lease liability – operating leases	21,300	23,016
Other information:		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 9,300	\$ 9,847
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 5,877	\$ 10,762
Weighted average remaining lease term – operating leases (in years)	3.23	3.66
Weighted average discount rate – operating leases	3.15%	2.79%

For operating leases, right-of-use assets are recorded in operating lease assets, net and lease liabilities are recorded in operating lease liability, current and noncurrent on the accompanying consolidated balance sheets.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

8. Leases (continued)

The following table reconciles the undiscounted lease payments to the lease liabilities recorded on the accompanying consolidated balance sheet at June 30, 2023:

	Operating Leases
2024	\$ 7,189
2025	5,650
2026	4,334
2027	2,635
2028	1,130
Thereafter	1,851
Total lease payments	22,789
Less imputed interest	(1,489)
Total lease obligation	21,300
Less current portion	7,065
Long-term portion	\$ 14,235

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

9. Pledges Receivable and Deferred Gifts

The following is a summary of pledges receivable and deferred gifts:

	June 30	
	2023	2022
Pledges receivable and deferred gifts in:		
Less than one year	\$ 31	\$ 41
One to five years	35	1,130
	66	1,171
Less allowance for uncollectible accounts	(2)	(57)
Less discount to present value	(3)	(83)
Pledges receivable, net	61	1,031
Beneficial interests in trusts held by third parties, net	6,216	7,180
Total	\$ 6,277	\$ 8,211

The present value of the future cash flows of pledges receivable was determined using discount rates approximating 2.0% for 2023 and 2022.

Devereux periodically receives indications of an intention to give from individuals through the settlement of the individuals' estates. The anticipated value of these intended gifts has not been established, nor has it been recognized as an asset on the consolidated balance sheets, unless the gifts are irrevocable.

The beneficial interests in trusts are unconditionally designated for the benefit of Devereux upon the occurrence of some future event. The interests are recorded at fair value as represented by the third-party trustee.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

10. Long-Term Debt

	June 30	
	2023	2022
\$18,225 tax-exempt Chester County Health and Education Facilities Authority Revenue Bonds, Series of 2016 (the 2016 Pennsylvania Bonds)	\$ 11,555	\$ 12,795
3.20% to 6.22% mortgages payable monthly through July 2034, secured by the related properties, equipment, or revenue	3,925	5,007
\$6,580 tax-exempt Chester County Health and Education Facilities Authority Revenue Bonds, Series of 2011 (the 2011 Pennsylvania Bonds)	—	2,211
\$8,745 tax-exempt Chester County Health and Education Facilities Authority Revenue Bonds, Series of 2012 (the 2012 Pennsylvania Bonds)	3,234	3,840
\$7,054 tax-exempt Colorado Health Facilities Authority Revenue Bonds, Series of 2012 (the 2012 Colorado Bonds)	1,305	1,532
\$9,000 taxable borrowing from a bank (the 2013 Loan)	4,100	4,100
\$5,000 taxable borrowing from a bank (the 2015 Loan)	3,873	4,030
\$20,000 taxable borrowing from a bank (the 2020 Loan)	18,164	18,747
Total long-term debt	46,156	52,262
Less current portion	(4,145)	(6,111)
Less deferred financing costs	(660)	(733)
Net original issue premium	577	757
Net long-term debt	\$ 41,928	\$ 46,175

In February 2020, Devereux entered into an agreement with a bank to borrow \$20,000 in variable-rate debt (the 2020 Loan) to finance certain capital expenditures. The 2020 Loan has a 25-year amortization schedule but grants the bank an option to put the loan to Devereux after 15 years (2035). Devereux can request up to two extensions of the maturity date by no more than five years per extension. Concurrent with the 2020 Loan, Devereux entered into a 15-year interest rate swap agreement with an original notional amount of \$20,000 (current notional amount of \$18,164) that effectively fixes the interest rate at 2.884%. The fair value of the interest rate swap was \$2,759 and \$2,024 at June 30, 2023 and 2022, respectively, and is included in other assets on the consolidated balance sheets.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

10. Long-Term Debt (continued)

In October 2016, Devereux issued the 2016 Pennsylvania Bonds to refinance previously issued bonds. The 2016 Pennsylvania Bonds were sold at an original issue premium of \$2,233, which resulted in an effective interest rate of 2.74% over the life of the bonds. The 2016 Pennsylvania Bonds mature over a 15-year period.

In February 2015, Devereux entered into an agreement with a bank to borrow \$5,000 in fixed-rate debt (the 2015 Loan) to finance certain capital expenditures. The 2015 Loan matures over a 25-year period, and the bank has the option to put the loan to Devereux after ten years (February 12, 2025). The interest rate is currently fixed at 4.214% for ten years, after which it will reset at the then-current rate if the bank does not exercise its put option.

In July 2013, Devereux entered into an agreement with a bank to borrow \$9,000 in variable-rate debt (the 2013 Loan) that was used to currently refund previously issued bonds and finance certain capital expenditures. The 2013 Loan, as amended, matures over a 15-year period; however, on July 1, 2025, the bank has the option to put the loan to Devereux. Concurrent with the 2013 Loan, Devereux entered into a 15-year interest rate swap with an original notional amount of \$8,393 (current notional amount of \$4,100) that effectively fixes the interest rate at 5.028%. The fair value of the interest rate swap was \$143 and \$4 at June 30, 2023 and 2022, respectively, and is included in other assets on the consolidated balance sheet.

The 2012 Pennsylvania Bonds and 2012 Colorado Bonds were issued to refinance previously issued tax-exempt debt. All of the bonds were acquired by a financial institution. In 2022, agreements related to the 2012 Pennsylvania and 2012 Colorado Bonds were amended to fix the interest rate over the entire 15-year term at 1.377% and 1.398%, respectively, and to eliminate put options previously available to the financial institution.

The 2011 Pennsylvania Bonds were issued to refinance previously issued tax-exempt debt. These bonds were paid in full in December 2022.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

10. Long-Term Debt (continued)

All of the tax-exempt bonds and the 2013, 2015, and 2020 Loans were issued under a Master Trust Indenture (MTI) for which TDF, HD Foundation, and DCW represent the obligated group. DevCorp (Note 1) became a member of the obligated group in August 2022. The debt under the MTI is secured by an interest in the gross revenues of the obligated group members, as defined. Agreements related to the Revolving Credit Agreement (see Note 11) and the debt issued under the MTI contain financial covenants requiring Devereux to maintain debt service coverage and liquidity ratios. All such ratio covenants were complied with as of and for the years ended June 30, 2023 and 2022.

Original issue premiums or discounts on bonds are amortized using the interest method over the term of the related debt.

Other information relating to each of the bonds, all of which have serial and term components, is as follows:

	2013 Loan	2020 Loan	2015 Loan
Scheduled principal payments	July 1	Quarterly	Monthly
Year of final maturity (if not put)	2028	2045	2040
Range of principal and/or sinking fund payments	\$603 to \$769	\$149 to \$207	\$164 to \$308
Interest payment dates	Monthly	Monthly	Monthly
Range of interest rates	5.028%	2.884%	4.214%
	2012 Pennsylvania Bonds	2012 Colorado Bonds	2016 Pennsylvania Bonds
Scheduled principal payments	November 1	November 1	November 1
Year of final maturity (if not put)	2027	2027	2031
Range of principal and/or sinking fund payments	\$619 to \$675	\$167 to \$314	\$100 to \$1,735
Interest payment dates	May 1 and November 1	May 1 and November 1	May 1 and November 1
Range of interest rates	1.377%	1.398%	3.000% to 5.000%

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

10. Long-Term Debt (continued)

Scheduled maturities of all long-term debt for the next five years and thereafter ending June 30 are as follows:

2024	\$	4,145
2025		5,106
2026		4,309
2027		4,286
2028		4,164
Thereafter		24,146

Interest paid on all indebtedness amounted to \$2,388 and \$2,442 in 2023 and 2022, respectively.

11. Line of Credit

Devereux has a bank Revolving Credit Agreement (Revolver) with a maximum borrowing limit of \$39,000, which is available for working capital and letters of credit. The Revolver expires November 30, 2023, although management intends to extend the Revolver beyond that date. Effective November 1, 2023 the maximum borrowing limit is reduced to \$29,000. The Revolver is secured by a parity lien on gross revenues as defined under the MTI (see Note 10). Interest on working capital loans accrues at the Daily Simple Secured Overnight Financing Rate plus an applicable margin of 1.00%, with a floor of 1.50%. At June 30, 2023, no working capital loans were outstanding; \$3,889 of working capital loans were outstanding at June 30, 2022. At June 30, 2023, letters of credit aggregating \$18,090 were used to secure deductibles under insurance policies (see Note 16) with this amount decreasing to \$17,076 after June 30, 2023. Fees on outstanding letters of credit accrue at 1.00% at June 30, 2023 and 2022. A commitment fee of 0.15% is paid on unused Revolver amounts.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

12. Obligation to Provide Future Services and the Use of Facilities to Continuing Care Individuals

Devereux is contractually obligated to provide care for life to certain individuals. The obligation, which recognizes the future costs to be incurred under these continuing care contracts, was computed using the following assumptions: annual cost of care based on actual operating costs; life expectancy; an inflation factor of 6.00% and 5.75% of the average annual operating cost for 2023 and 2022, respectively; a discount rate of 5.50% for 2023 and 2022; and a reduction for any supplemental payments, including Social Security, which is assumed to increase 3.00% and 2.00% annually, received on behalf of the individuals for 2023 and 2022, respectively.

As of June 30, 2023, there were 12 individuals covered by continuing care contracts or similar arrangements.

Devereux also recognizes the present value of certain arrangements with several continuing care residents under which Devereux is the beneficiary of the assets of trusts established on behalf of the residents.

The present value of the components of the obligation follows:

	June 30	
	2023	2022
Gross liability	\$ 16,119	\$ 17,902
Social Security and other benefits	(6,135)	(8,399)
Future trust interests	(885)	(930)
	\$ 9,099	\$ 8,573

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

13. Retirement Plan

Devereux has a defined contribution retirement plan covering all eligible employees under which the Teachers Insurance and Annuity Association serves as Trustee. All employees are eligible to make tax deferred contributions immediately after hire. To be eligible for an employer contribution, an employee hired before January 1, 2019, must have completed two years of service, work a minimum of 1,000 hours annually, and be actively employed at the end of the plan year (December 31). Employer contributions to the plan for this group are generally based on 5% of the employee's compensation, plus a match of employee contributions of up to 2% of compensation. Employees hired on or after January 1, 2019, upon meeting the plan's eligibility requirements, receive employer contributions equal to 3% of the employee's compensation upon completion of one year of service. Matching contributions for this group are discretionary. Employer contributions are made annually each January and are charged to expense as earned. Contribution expense was \$9,443 and \$10,384 in 2023 and 2022, respectively, and is included within employee benefits on the consolidated statements of operations and changes in net assets.

14. Net Assets With Donor Restrictions

Net assets with donor restrictions are as follows:

	June 30	
	2023	2022
Purchase of property and equipment	\$ 687	\$ 606
Behavioral health care and education services	5,867	5,369
Research	1,711	1,509
Other	1,806	2,102
Pledges receivable and deferred gifts	6,277	8,211
Permanent endowments – to be maintained in perpetuity	7,001	6,434
	\$ 23,349	\$ 24,231

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

14. Net Assets With Donor Restrictions (continued)

During 2023 and 2022, \$4,529 and \$4,158, respectively, of net assets with donor restrictions were released from restrictions for operations, of which \$1,299 and \$2,499, respectively, related to the collection of previous pledges and deferred gifts that did not include a purpose restriction. The collected pledges and deferred gifts amounts are classified as a component of gifts and bequests without restrictions on the consolidated statements of operations and changes in net assets.

Activity in Devereux's permanent endowments is as follows:

	June 30	
	2023	2022
Endowment balance at beginning of year	\$ 6,434	\$ 7,994
Investment income return:		
Investment income	193	248
Realized and unrealized gains (losses)	735	(1,384)
Total investment income return	928	(1,136)
Contributions	2	1
Appropriation of endowment assets for intended purpose	(363)	(425)
Endowment balance at end of year	\$ 7,001	\$ 6,434

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

15. Functional Expenses

Devereux's primary mission is to provide behavioral health care, education, and child welfare services to the individuals they serve. Expenses related to providing these services included on the consolidated statements of operations and changes in net assets are as follows:

	Program Services	General and Administrative	Fundraising	Total
Year ended June 30, 2023				
Salaries and wages	\$ 282,864	\$ 40,858	\$ 1,291	\$ 325,013
Employee benefits	76,254	15,058	292	91,604
Food	7,404	151	6	7,561
Purchased services	30,612	7,266	166	38,044
Supplies	9,777	484	5	10,266
Plant operation and maintenance	28,790	2,325	37	31,152
Depreciation and amortization	14,186	1,252	3	15,441
Interest	2,338	-	11	2,349
Insurance	16,199	180	-	16,379
Other	8,159	1,237	780	10,176
	<u>\$ 476,583</u>	<u>\$ 68,811</u>	<u>\$ 2,591</u>	<u>\$ 547,985</u>
Year ended June 30, 2022				
Salaries and wages	\$ 284,938	\$ 42,367	\$ 1,288	\$ 328,593
Employee benefits	76,423	14,320	314	91,057
Food	7,004	185	3	7,192
Purchased services	31,103	7,166	91	38,360
Supplies	10,858	513	5	11,376
Plant operation and maintenance	28,726	2,678	110	31,514
Depreciation and amortization	14,280	1,244	3	15,527
Interest	2,424	-	10	2,434
Insurance	21,174	275	-	21,449
Other	7,506	950	879	9,335
	<u>\$ 484,436</u>	<u>\$ 69,698</u>	<u>\$ 2,703</u>	<u>\$ 556,837</u>

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

16. Commitments and Contingencies

Workers' Compensation

Devereux maintained workers' compensation insurance with a per-claim deductible of \$750 for 2023 and 2022. Due to this level of retention, Devereux maintains \$830 of cash on deposit with its insurers for the payment of future claims, which is included in operating fund investments on the consolidated balance sheets. Additionally, Devereux posted letters of credit of \$18,090 and \$21,016 as collateral for its obligations under both the workers' compensation and automobile programs as of June 30, 2023 and 2022, respectively (see Note 11). Subsequent to June 30, 2023, the letter of credit requirement was reduced to \$17,076. Based upon historical loss experience and actuarially determined calculations, management recorded a \$10,612 and \$10,001 liability for the estimated retention and costs of claims not settled as of June 30, 2023 and 2022, respectively, as a component of reserves under insurance programs and other liabilities on the consolidated balance sheets.

Professional and General Liability

For 2023, Devereux was self-insured for the first \$10,000 on any professional and general liability claim, with umbrella coverage available above this level. For 2022, Devereux had primary coverage under a claims-made policy for professional liability and an occurrence policy for general liability, under which there was a \$5,000 per claim deductible and a \$10,000 aggregate deductible. In years prior to 2022, the structure was similar to 2022 but deductibles were generally lower. To secure its obligations under these programs, Devereux was required to post \$14,000 of aggregate collateral, of which \$5,000 is a component of current portion of assets limited as to use, using insurance trusts holding U.S. government and agency, corporate, and municipal bonds. Based upon historical loss experience and actuarially determined calculations, management recorded a \$70,108 and \$70,775 liability for the estimated retention and cost of claims and incidents not settled and claims incurred but not reported as of June 30, 2023 and 2022, respectively, as a component of reserves under insurance programs and other liabilities on the consolidated balance sheets. Devereux plans to continue to obtain adequate professional and general liability insurance. Devereux has recorded related insurance recoveries receivables included in other current assets of \$8,550 and other assets of \$8,455 on the consolidated balance sheets at June 30, 2023, and insurance recoveries receivables included in other assets of \$13,345 at June 30, 2022, in consideration of the expected insurance recoveries.

Devereux Corporation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

Notes to Consolidated Financial Statements (continued)
(In Thousands)

16. Commitments and Contingencies (continued)

Litigation

Litigation pending against Devereux includes certain claims arising in the normal course of its activities. Based on the information presently available to Devereux, management believes that the probable recoveries and estimated costs and expenses of defense of ongoing litigation, after application of any available insurance coverage, will not have a material adverse effect on Devereux's consolidated operations or financial condition beyond the amounts that have already been recognized in the accompanying consolidated financial statements.

Refundable Advance – PPP Loan

On May 5, 2021, Devereux received loan proceeds in the amount of \$10,000 pursuant to the Paycheck Protection Program (PPP) established as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Under the terms of the PPP, loan proceeds and accrued interest are forgivable if they are used for qualifying expenses such as payroll, benefits, rent, and utilities, and if the recipient maintains its payroll levels over a specified period of time as described in the CARES Act. Any unforgiven portion of the loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months after the end of the loan's covered period. Devereux received acknowledgment of total loan forgiveness on March 9, 2022, and the loan balance forgiveness of \$10,000 was recognized as other revenue during the year ended June 30, 2022.

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Devereux Advanced Behavioral Health Board of Trustees 2023

First Name	Last Name	Position	Occupation	Year Elected	Term Expires
Christopher	Butler	Chair	Retired COO, Independence Blue Cross; Board Chair Clarity Software Solutions, Inc.; Board of Directors, Independence Health Group; Self-Employed Consultant	2006	Trustee-24-Nov Chair-23-Nov
Clarence	Armbrister	Vice-Chair-Family	President, Johnson C. Smith University	2013	23-Nov
Hank	Booth	Trustee	Manager, Customer Solutions eCommerce, The Coca-Cola Company	2021	24-Nov
Carl	Clark	Trustee	President & CEO, Devereux	2018	N/A
Constance	Eagan	Trustee		2021	24-Nov
Robert	Ellis	Trustee	General Counsel at Verition Fund Management LLC	2004	25-Nov
John	Gustafsson	Trustee	Retired lawyer. Commissioner, New York City Landmarks Preservation Commission; Independent Consultant - Non-profit Governance.	2013	23-Nov
Elizabeth	Hirsh	Trustee-Family	Retired executive of Praxair, Inc.	2019	25-Nov
Marissa	Leslie	Trustee	Child and Adolescent Psychiatrist	2022	25-Nov
Lisa	McCann	Vice-Chair	Retired. Former Principal at The Vanguard Group. Professor	2017	25-Nov
Jamie	Nelson	Trustee	Sr. Vice President & Chief Information Officer, Hospital for Special Surgery	2021	24-Nov
Shaye	Schloss	Trustee-Family	Retired pre-school, kindergarten teacher.	2015	24-Nov
James	Schwab	Trustee-Family	Strategic advisor and consultant. Retired President of VICE Media.	2001	23-Nov
Jane	Taylor	Trustee-Family	Artist, Visual Arts Professional	2017	23-Nov
Lisa	Yang	Trustee-Family	Retired Investment Banker, Investec	2008	23-Nov

Alison Towne



Career Objectives:

- To help those who are considered Deviant, to be able to be healthy and successful in society.
- To help educate the public about why individuals with mental disabilities and behavioral issues, are the way they are.
- To work with society to bring an understanding and knowledge to subject such as race/gender.
- To progress in the field of behavioral mental health.

Skills and Abilities:

- I am extremely patient and understanding.
- I can judge situations and act accordingly to resolve/help/interact with them.(Strong observational skills)
- I have strong management and organization skills.
- I have the ability to learn things rather quickly and I am able to keep my calm under pressure.
- I also have the ability to provide unbiased advice or counsel even in very difficult situations.
- I am an extremely motivated worker.
- I have average computer skills.

Education:

- Bachelors in Sociology UCONN

Class of 2015 Storrs, CT GPA: 2.5

Employment History:

- Devereux Location: Rutland, MA Position: APM (1 yr. 8months)/ Campus Coordinator (1 yr. 5months), Program Director (1 year) Campus Coordinator (1 yr. 7months) Program Manager (2 years)

Duties: Provide supervision of high risk students and supervise unit staff, ensure a safe environment at all times, pull/return/budget funds for unit and students, office paperwork (nightly paperwork, treatment review, staff performances/supervisions, radars, profiler, individual tracking, emails, schedules, other required paperwork), mandated reporter, ensure safety of students and staff, unit cleaning, S&PA trained, CPR/ first Aid trained, Servant Leadership trained, Trained monthly on other behavioral mental health safety/ responsibilities by Devereux-MA, Daily staffing, Fire Drills, Evacuations, attend meetings, speak/notify guardians/ DCF, Knowledge of utilizing emergency services, crisis management, providing a therapeutic environment for students along with other staff, working within a milieu setting, and communication between multiple parties/Individuals, maintenance of program in regards to licensing and safety, running monthly staff meetings for two programs, review of and interview of referrals for the program, well versed in ABA programs, knowledge and utilization of DPBIS, interview of staff for my program and for other programs.

References: Are available upon request.

JENNIFER DARRELL

NONPROFIT
ADMINISTRATOR

CONTACT



[REDACTED]



[REDACTED]



[REDACTED]

EXPERIENCE

August 2021 - Present

Campus Administrator

The Devereux Foundation, Rutland, MA

- Responsible for the operation, quality, integrity, and financial success of the residential and group home programs on the Rutland campus.
- Provides oversight to ensure safe daily operations, quality care, and treatment of individuals.
- Supervises Directors who administer these programs.
- Promotes the tenants of servant leadership through teamwork, personal accountability, and service excellence.
- Participate in policy writing, strategic planning, investigation of grievances and concerns, development and implementation of quality improvement plans, and budget planning.
- Ensures licensing and accreditation standards are met.

March 2018 - August 2021

Residential Director

The Devereux Foundation, Rutland, MA

- Responsible for the overall development, administration, and operations of ASD and DBT residential program and campus coordinator department.
- Coordination of services from various departments, collaterals, and families.
- Training and supervision of Program Managers, Campus Coordinators, and Case Managers,
- Development program-specific quality improvement plans.
- Fiscal management and oversight.

November 2016 - March 2018

Program Director

The Devereux Foundation, Rutland, United States

- Responsible for managing the budget of the program.
- Ensure Program is in compliance with licensing standards and Massachusetts laws and regulations
- Implement program Quality Improvement goals.
- Oversee the supervision of all staff and ensure that progress is made toward professional development goals.
- Ensure that a safe and therapeutic milieu is maintained for all students at all times.

April 2012 - October 2016

Program Director

Wayside Youth and Family Support Network, Framingham, MA

- Responsible for the fiscal oversight of the program.
- Ensure the program is in compliance with licensing standards and Massachusetts laws and regulations.
- Design and implement program Quality Improvement goals.
- Oversee the supervision of all staff.
- Lead the Program milieu team in collaboration of all aspects of clients treatment.

April 2010 - April 2012

Assistant Program Director

Wayside Youth and Family Support Network, Framingham, MA

- Responsible for direct supervision of program staff and supervisors.
- Responsible for on-call duties.
- Responsible for case management of clients, including treatment plan updates.
- Responsible to help lead and facilitate weekly staff meetings.
- Responsible to ensure that program Quality Improvement goals are being met.

August 2002 - September 2006

Lead Teacher

• Germaine Lawrence Inc., Arlington, MA

- Developed English and Science curriculum in compliance with the Massachusetts Curriculum Frameworks.
- Active member of the program's administrative treatment team as the school representative.
- Responsible for directly supervising one teacher and two teaching assistants.
- Developed and reported on quarterly school team goals
Responsible for leading weekly school team meetings.

EDUCATION

Currently Enrolled- Expected Graduation 2023

Master Of Arts (M.A.) In I/O Psychology

Sothern New Hampshire University, Manchester, NH

Bachelor Of Science (B.S.) In Elementary Education

Plymouth State University, Plymouth, NH

Certification In Nonprofit Human Service Management

Clark University, Worcester , MA

CERTIFICATIONS

- Certified Praesidium Guardian trained in Abuse, Risk Management, and Safety Equation Series
- Certified Labor Relations Alternatives, Inc. trained in Conducting Serious Investigations
- Risking Connections (TIC) Certified Trainer
- Devereux Safe and Positive Approaches Trainer
- Member of the Association of Children's Residential Centers –ACRC Program Committee Member
- Previous Member of the "P4" Permanency Advisory Committee

REFERENCES

References available upon request

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jennifer Darrell	Assistant Executive Director	0
Alison Towne	Residential Director	0

15 mac



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Shlabinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9344 1-800-852-3345 Ext. 9344
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years; effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	6,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

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Orion House	Newport, NH				1,301,055.00
Newport, NH (VC# TBD)		433,685.00	433,685.00	433,685.00	
Vermont Permanency Initiative	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County				15,885,099.00
Orford, NH (VC# TBD)		5,295,033.00	5,295,033.00	5,295,033.00	
Total:		\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$76,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

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

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

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

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 638 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

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

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

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

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

EXPLANATION

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

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

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

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

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

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

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

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and the Honorable Council
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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

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

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

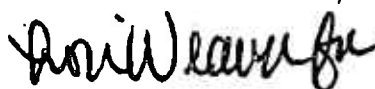
- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
	1 Chase Home	Independent Living Program	63
	2 Dover Childrens Home	Pilot House	62
	3 Home for Little Wanderers	Hillsborough Village program	47
	4 Home for Little Wanderers	Village Apartments	85
	5 Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
	6 Orion House Incorporated	Orion House	56

Reviewer Name and Title

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



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	83
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keane House	75
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spoolding Academy & Family Services	Spoolding	81
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanya Godfredson, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-02H-12-RES-D		
LEVEL OF CARE	Level 3		
	Proposer Name	Dist/Program	TOTAL SCORE
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Easter Seals	RJ Boys - Intensive	85
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	RJ Knoll - Intensive	80
6	Home for Little Wanderers	Weymouth	72
7	Mentor AM (NeuroRestorative)	Mentor	58
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PBS Rummy	84
11	Mount Prospect Academy, Inc.	Option A Summit Pymt	84
12	Mount Prospect Academy, Inc.	Option C Cast Hampton	86
13	Mount Prospect Academy, Inc.	Option C Cast Pymt	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Carriston	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	IFP	95
17	Spaulding Academy & Family Services	NEBP	95
18	Spaulding Academy & Family Services	MBP	90
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Swatson School, Inc.	Swatson	83
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Revisions Name and Title

- 1 Amy Lambert, Program Specialist IV, CBH
- 2 Pauline Powell, Program Specialist IV, CBH
- 3 Kathleen Talbot, Program Specialist IV, CBH
- 4 Jessica Kestinger, Administrator, DCYF
- 5 Jona Leonard, Administrator, Finance
- 6 Patricia Larkin, Regional Reporting Assn.



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	98
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

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

Subject: Residential Treatment Services for Children's Behavioral Health

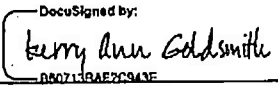
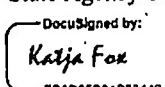
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Devereux Foundation, dba Devereux Advanced Behavioral Health, -Massachusetts & Rhode Island (Devereux MA/RI)		1.4 Contractor Address 60 Mile Road, PO Box 219 Rutland, MA 01543-0219	
1.5 Contractor Phone Number (508) 886-4746	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$6,960,555
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/23/2021		1.12 Name and Title of Contractor Signatory Kerry Ann Goldsmith Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 7/13/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 7/15/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/23/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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Date 6/23/2021

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Date 6/23/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

Scope of Services

1. Statement of Work

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

RFP-2021-DBH-12-RESID-02

Devereux Foundation, d/b/a
Devereux Advanced Behavioral Health,
Massachusetts & Rhode Island (Devereux MA/RI)

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

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

RFP-2021-DBH-12-RESID-02

Devereux Foundation, d/b/a
Devereux Advanced Behavioral Health,
Massachusetts & Rhode Island (Devereux MA/RI)

Contractor Initials

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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1.13. Admissions, Discharges and Transitions

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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and parents feels valued and heard.

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

1.16. Cultural and Linguistic Diversity

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

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

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

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

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

1.21. Evidence Based Practices

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

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

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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

1.24. Medication Procedures

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

1.25. Policies and Procedures

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

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

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

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

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

2. Residential Treatment Levels of Care

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

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

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Reserved				
Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Devereux Residential Treatment Program	Rutland, MA	15	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Reserved**

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

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

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

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe; therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted.

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- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

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

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

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

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

2.7.5. Educational Services

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

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

2.7.6. Transportation

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

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

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

3. Specific Residential Treatment Program Requirements

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

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

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

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

3.5.1. Program Name – Devereux Residential Treatment Program.

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Millieu 1:3	Not allocated
Direct Care 2nd shift	Millieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	Not allocated

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		(see Case Worker)
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	1:8 (Case Worker)
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	.66 FTE; 1.07FTE
Psychiatrist	Availability of prescriber or psychiatry on site	Not allocated
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Gender Identity;
- 3.5.1.2.3. Aggressive behavior;
- 3.5.1.2.4. Episodes Moderate Self-Injurious Behaviors;

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information

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Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)

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Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

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

5.5.1. Incident reports of

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- 5.5.1.1. Restraint
- 5.5.1.2. Seclusion
- 5.5.1.3. Serious injury both including and not including restraint and seclusion
- 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

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

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

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	<ul style="list-style-type: none">• % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>)• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

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

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

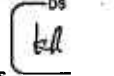
6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.

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

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

7. Additional Terms

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7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

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

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

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

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

8. Records

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

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

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

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

8.1.4. Medical records on each individual of services.

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

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

Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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




Payment Terms

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

Devereux Foundation, d/b/a Devereux
Advanced Behavioral Health,
Massachusetts & Rhode Island (Devereux MA/RI)

Exhibit C

Contractor Initials 
Date 6/23/2021

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




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

3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
 - 4.1.1. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
 - 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting

Devereux Foundation, d/b/a Devereux
Advanced Behavioral Health,
Massachusetts & Rhode Island (Devereux MA/RI)

Exhibit C

Contractor Initials 
Date 6/23/2021

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



documentation for authorized expenses, subsequent to approval of the submitted invoice.

- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$6,960,555.00
 - 4.5.2. SFY 22: \$2,320,185.00
 - 4.5.3. SFY 23: \$2,320,185.00
 - 4.5.4. SFY 24: \$2,320,185.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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



- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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.

Vendor Name:

6/23/2021

Date

DocuSigned by:

Kerry Ann Goldsmith

Name: Kerry Ann Goldsmith

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/23/2021

Date

DocuSigned by:

Kerry Ann Goldsmith

Name: Kerry Ann Goldsmith

Title: Executive Director

DS
KAG

Vendor Initials

6/23/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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


Contractor Name:

6/23/2021

Date

DocuSigned by:

 Name: Kerry Ann Goldsmith
 Title: Executive Director

Contractor Initials 
 Date 6/23/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name:

6/23/2021

Date

DocuSigned by:

Kerry Ann Goldsmith

Name: Kerry Ann Goldsmith

Title: Executive Director

Exhibit G

Contractor Initials

DS
KA

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/23/2021

Date

DocuSigned by:

Kerry Ann Goldsmith

Name: Kerry Ann Goldsmith

Title: Executive Director

2



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



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- 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

Devereux Advanced Behavioral Health

The State by:

Name of the Contractor

Katja Fox

Kerry Ann Goldsmith

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Kerry Ann Goldsmith

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

7/13/2021

6/23/2021

Date

Date

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Date 6/23/2021

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

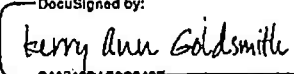
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

6/23/2021

Date

DocuSigned by:

 Name: Kerry Ann Goldsmith
 Title: Executive Director

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Exhibit J



FORM A

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

- The DUNS number for your entity is: 002514420
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Dover Children's Home ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 6,133,763
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

RT

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.
Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.

Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (based on internal data which DHHS will access through CME and DCYF system) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (based on internal DCYF data which DHHS will access)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

PT
KT

SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 5.1., to read:

5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 5.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

5.1.1.

Program - Pilot House	
Residential for eligible youth per day until 6/30/2023	\$182.66
Program - Children's Home	
Residential for eligible youth per day until 6/30/2023	\$424.00

Program - Pilot House	
Residential for eligible youth per day effective 7/1/2023	\$390.01
Program - Children's Home	
Residential for eligible youth per day effective 7/1/2023	\$586.49

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

24. Modify Exhibit C, Payment Terms, Subsection 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

- 5.5.1. Sub-total: \$5,794,572.00
- 5.5.2. SFY 22: \$1,317,048.00
- 5.5.3. SFY 23: \$1,317,048.00
- 5.5.4. SFY 24: \$1,580,238.00
- 5.5.5. SFY 25: \$1,580,238.00

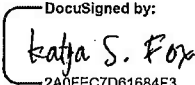
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023

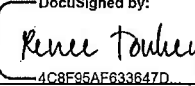
Date

DocuSigned by:

2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

Dover Children's home

11/27/2023

Date

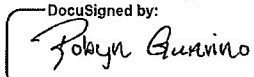
DocuSigned by:

4C8F95AE633647D...
Name: Renee Touhey
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/28/2023

Date

DocuSigned by:

748734844941460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **60257**

Certificate Number: **0006321783**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on October 27, 2023, at which a quorum of the Directors were present and voting.

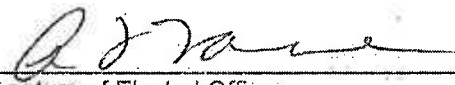
VOTED: That, Renee Touhey-Childress
(Name and Title of Contract Signatory)

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

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

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

Dated: 11/17/2023



Signature of Elected Officer
Name: Ann Lane
Title: Dover Children's Home Board Chair

DOVER CHILDREN'S HOME

MISSION STATEMENT

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

STRATEGIC FRAMEWORKS

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

IT TAKES A COMMUNITY TO RAISE A CHILD

Financial Statements

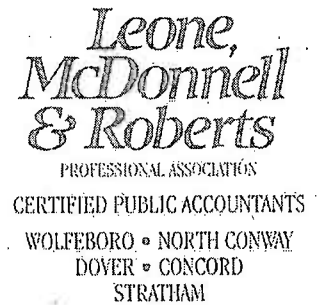
DOVER CHILDREN'S HOME, INC.

FINANCIAL STATEMENTS FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021 AND INDEPENDENT AUDITORS' REPORT

DOVER CHILDREN'S HOME, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

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Statements of Cash Flows	9
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INDEPENDENT AUDITORS' REPORT

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

Qualified Opinion

We have audited the accompanying financial statements of Dover Children's Home, Inc. (a nonprofit organization), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the financial statements referred to above present fairly, in all material respects, the financial position of Dover Children's Home, Inc. as of September 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified Opinion

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

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Dover Children's Home, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Dover Children's Home, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Dover Children's Home, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Dover Children's Home, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Leone McDonnell & Roberts
Professional Association*

Dover, New Hampshire
March 22, 2023

DOVER CHILDREN'S HOME, INC.
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents		
Operating cash	\$ 145,649	\$ 124,806
Cash equivalents from investments	<u>105,873</u>	<u>110,738</u>
Total cash and cash equivalents	251,522	235,544
Accounts receivable	56,859	98,427
Accounts receivable, other	179,464	-
Inventory, food	3,450	2,147
Prepaid expenses	<u>16,703</u>	<u>16,261</u>
Total current assets	<u>507,998</u>	<u>352,379</u>
PROPERTY AND EQUIPMENT		
Land, building and improvements	2,233,304	1,850,194
Furniture and equipment	187,713	179,020
Vehicles	<u>102,202</u>	<u>66,804</u>
	2,523,219	2,096,018
Less accumulated depreciation	<u>1,016,170</u>	<u>944,783</u>
Total property and equipment, net	<u>1,507,049</u>	<u>1,151,235</u>
	<u>4,538,696</u>	<u>5,806,362</u>
INVESTMENTS		
Total assets	<u>\$ 6,553,743</u>	<u>\$ 7,309,976</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 11,697	\$ 1,686
Accounts payable, construction	139,182	-
Accrued paid time off	72,831	56,590
Accrued payroll and related liabilities	47,735	36,040
Unearned income	5,000	-
Refundable rent	<u>319</u>	<u>2,620</u>
Total current liabilities	<u>276,764</u>	<u>96,936</u>
NET ASSETS		
Without donor restrictions	2,216,041	1,873,871
With donor restrictions	<u>4,060,938</u>	<u>5,339,169</u>
Total net assets	<u>6,276,979</u>	<u>7,213,040</u>
Total liabilities and net assets	<u>\$ 6,553,743</u>	<u>\$ 7,309,976</u>

See Notes to Financial Statements.

DOVER CHILDREN'S HOME, INC.**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS		
Contributions	\$ 335,364	\$ 253,862
Fundraising	159,049	127,084
Government and other agencies	1,541,825	802,238
Income from outside trust grants	50,972	46,115
Gain on sale of property and equipment	-	13,328
In kind contributions	53,060	32,943
Interest income	320	149
Total unrestricted revenue and support	<u>2,140,590</u>	<u>1,275,719</u>
Net assets released from restrictions	<u>279,740</u>	<u>230,842</u>
Total revenue and support without donor restrictions and net assets released from restrictions	<u>2,420,330</u>	<u>1,506,561</u>
EXPENSES		
Program services:		
Instructional and student activities	1,380,084	991,855
Residential	348,690	221,290
Supporting activities:		
General and administrative	152,843	109,130
Fundraising and marketing	196,543	178,493
Total expenses	<u>2,078,160</u>	<u>1,500,768</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>342,170</u>	<u>5,793</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	13,000	15,000
Interest and dividends, investments	252,035	141,480
Net realized and unrealized gain (loss) on investments	(1,263,526)	850,694
Net assets released from restrictions	<u>(279,740)</u>	<u>(230,842)</u>
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(1,278,231)</u>	<u>776,332</u>
INCREASE (DECREASE) IN NET ASSETS	(936,061)	782,125
NET ASSETS, BEGINNING OF YEAR	<u>7,213,040</u>	<u>6,430,915</u>
NET ASSETS, END OF YEAR	<u>\$ 6,276,979</u>	<u>\$ 7,213,040</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
INSTRUCTIONAL AND STUDENT ACTIVITIES		
Salaries and wages	\$ 1,016,010	\$ 717,566
Health and dental insurance	93,818	66,318
Payroll taxes	78,659	58,548
In-kind	48,664	30,230
Technology update	22,948	6,158
Insurance	20,148	20,843
Food	18,732	24,449
Client transportation	10,097	4,416
Recreation/weekend activities	8,793	5,504
Telephone	8,350	7,110
Vehicle insurance	7,972	7,054
Staff development	6,922	11,688
Holidays/vacations	5,835	10,559
Resident reinforcers	4,817	1,742
Clothing	4,513	3,645
Hygiene/personal products	4,500	1,959
Vehicle maintenance and repairs	3,812	1,280
Payroll service costs	3,710	1,085
Pilot house expense	3,570	1,491
Staff mileage reimbursement	2,440	1,011
Resident allowance	2,004	1,434
Client treatment and services	1,118	5,092
School supplies	1,024	1,116
Criminal record check	727	734
Miscellaneous	550	308
Membership dues	248	204
Postage	103	311
	<hr/>	<hr/>
Total instructional and student activities	\$ 1,380,084	\$ 991,855

See Notes to Financial Statements

Continued

DOVER CHILDREN'S HOME, INC.STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
RESIDENTIAL		
Salaries and wages	\$ 105,102	\$ 77,240
Depreciation	67,817	62,808
Furniture	54,190	-
Maintenance and repairs	22,577	2,799
Heat	22,331	13,377
Equipment maintenance and repairs	18,672	12,310
Electricity	11,923	12,555
Health and dental insurance	9,623	7,073
Insurance	8,211	7,621
Payroll taxes	8,068	6,245
House supplies	5,883	9,019
Grounds maintenance	5,607	4,212
In-kind heat	4,396	2,713
Water and sewer	3,910	3,202
Payroll service costs	380	116
	<hr/>	<hr/>
Total residential	\$ 348,690	\$ 221,290

See Notes to Financial Statements

Continued

DOVER CHILDREN'S HOME, INC.**STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
GENERAL AND ADMINISTRATIVE		
Salaries and wages	\$ 67,067	\$ 54,473
Professional fees	27,982	16,767
IT/office infrastructure	23,828	10,358
Health and dental insurance	6,014	5,305
Office supplies	5,905	3,117
Payroll taxes	5,042	4,684
Insurance	4,685	4,012
Depreciation	3,570	3,306
Food	2,968	1,805
Telephone	2,386	2,031
Miscellaneous	1,497	1,186
Membership dues	993	814
Other administrative expenses	517	734
Payroll service costs	238	87
Postage and shipping	103	311
Finance charges	33	30
Bank service fees	15	110
	<hr/>	<hr/>
Total general and administrative	<u>\$ 152,843</u>	<u>\$ 109,130</u>

See Notes to Financial Statements

Continued

DOVER CHILDREN'S HOME, INC.STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
FUNDRAISING AND MARKETING		
Salaries and wages	\$ 117,683	\$ 102,378
Direct fundraising expenses	40,543	39,984
Health and dental insurance	10,825	9,728
Advertising	9,402	9,861
Payroll taxes	9,076	8,587
Insurance	2,842	3,376
Bank service fees	2,720	1,803
Telephone	1,193	1,016
Office supplies	1,042	550
Miscellaneous	652	637
Payroll service costs	428	159
Postage	137	414
	<hr/>	<hr/>
Total fundraising and marketing	\$ 196,543	\$ 178,493

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (936,061)	\$ 782,125
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	71,387	66,114
Gain on sale of property and equipment	-	(13,328)
Realized gain on sale of investments	(250,844)	(181,693)
Unrealized loss (gain) on investments	1,514,370	(669,001)
Decrease (increase) in assets:		
Accounts receivable	41,568	15,123
Accounts receivable, other	(179,464)	-
Inventory, food	(1,303)	337
Prepaid expenses	(442)	12,849
Increase (decrease) in liabilities:		
Accounts payable	10,011	(3,663)
Accrued paid time off	16,241	(11,580)
Accrued payroll and related liabilities	11,695	10,111
Unearned income	5,000	-
Refundable rent	(2,301)	2,255
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>299,857</u>	<u>9,649</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(288,019)	(74,660)
Purchase of investments	(1,535,952)	(1,019,574)
Proceeds from sale of property and equipment	-	14,000
Proceeds from sale of investments	1,540,092	1,159,925
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>(283,879)</u>	<u>79,691</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	15,978	89,340
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>235,544</u>	<u>146,204</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 251,522</u>	<u>\$ 235,544</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH ACTIVITY		
Construction costs included in accounts payable at year end	<u>\$ 139,182</u>	<u>\$ -</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

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

Basis of Presentation

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

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

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

As of September 30, 2022 and 2021, the Home had \$4,060,938 and \$5,339,169 of net assets with donor restrictions, respectively.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

Management uses estimates in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. On an ongoing basis, management evaluates the estimates and assumptions based on new information. Management believes that the estimates and assumptions are reasonable in the circumstances, however, actual results could differ from those estimates.

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

Income Taxes

The Home is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities, and as a result of having no unrelated business activities for each of the years ended September 30, 2022 and 2021, has made no provision for Federal income taxes in the accompanying financial statements.

Management has reviewed the tax positions for the Home under ASC 740, *Accounting for Income Taxes*, which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Home's tax positions taken on its information returns for the previous three tax years.

Cash and Cash Equivalents

The Home considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents at September 30, 2022 and 2021 consist of money market accounts. Cash equivalents totaled \$105,873 and \$110,738 on September 30, 2022 and 2021, respectively.

Accounts Receivable

Accounts receivable represent amounts due from Medicaid and DCYF, as well as other small programs funded by the State of New Hampshire for the years ended September 30, 2022 and 2021. The amounts are based on the per diem rate paid for residents of the Home. The per diem rate is determined on an annual basis.

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

Accounts Receivable, other

At September 30, 2022, accounts receivable other includes \$136,767 in reimbursement grant funds through the New Hampshire Department of Health and Human Services related to improvements made to the home throughout the year ended September 30, 2022 (see Note 9).

Additionally, accounts receivable other includes fundraising revenue earned but not yet received totaling \$30,569 and a promise to give in the amount of \$12,128. There was no accounts receivable, other for the year ended September 30, 2021.

Inventory

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

DOVER CHILDREN'S HOME, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021****Investments**

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. The values of the securities are subject to market fluctuations and are uninsured (see **Note 4**). Unrealized gains and losses and investment income from restricted investments are included in the change in net assets (see **Note 5**).

Property and Equipment

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

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

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

Depreciation expense for the years ended September 30, 2022 and 2021 was \$71,387 and \$66,114, respectively.

Accrued Paid Time Off

Accrued paid time off represents the Home's liability for the cost of unused employee paid time off. The Home allows employees to carryover up to 120 hours of accrued paid time off which is payable when used or in the event of employee termination. The Home also allows employees to use amounts in excess of the 120 hours for medical or other approved leave. The amount in excess of the 120 hours will not be paid out in the event of termination. The excess hours represents \$19,379 and \$18,115 of the total accrued paid time off balance at September 30, 2022 and 2021, respectively. The Home's total liability for the accrued paid time off at September 30, 2022 and 2021, including the excess hours, is \$72,831 and \$56,590, respectively.

Functional Allocation of Expenses

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

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

Fair Value of Financial Instruments

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

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

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

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

New Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food or clothing; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Home adopted the new standard effective October 1, 2021.

Revenue Recognition - Grants

The Home is awarded cost reimbursement grants by the New Hampshire Department of Health and Human Services through Medicaid and the Division for Children Youth & Families. Revenues associated with these grants are recorded in the period the associated care is provided.

Revenue Recognition – Fundraising

The Home recognizes revenue from all fundraising related activities in the period in which the event occurs.

Contributions

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

DOVER CHILDREN'S HOME, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021****Contributed Support**

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

NOTE 2: LIQUIDITY AND AVAILABILITY

The following represents the Home's financial assets as of September 30:

	<u>2022</u>	<u>2021</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 251,522	\$ 235,544
Accounts receivable	56,859	98,427
Accounts receivable, other	179,464	-
Investments	<u>4,538,696</u>	<u>5,806,362</u>
Total financial assets	5,026,541	6,140,333
Less amounts not available to be used within one year:		
Restricted investments	<u>4,044,208</u>	<u>5,312,187</u>
Financial assets available to meet general expenditures over the next twelve months:	<u>\$ 982,333</u>	<u>\$ 828,146</u>

It is the Home's goal to maintain financial assets to meet 6 months of operating expenses which approximated \$1,039,000 and \$718,000, respectively, at September 30, 2022 and 2021.

NOTE 3. CONCENTRATION OF CREDIT RISK

The Home maintains its cash balances at one local financial institution. At September 30, 2022 and 2021, there were no balances in excess of the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. However, cash balances may exceed the insured limits at times throughout the year.

The Home received approximately 69% and 56% of its funding from Medicaid and the Division of Children, Youth and Families (DCYF) combined for the years ended September 30, 2022 and 2021, respectively. At September 30, 2022 and 2021, Medicaid and DCYF accounted for 82% and 100%, respectively, of the balance in accounts receivable.

DOVER CHILDREN'S HOME, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**NOTE 4. INVESTMENTS**

The following is a summary of investments at September 30, 2022 and 2021:

	<u>September 30, 2022</u>		
Endowment Fund	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 98,106	\$ 98,106	\$ -
Investment portion:			
Government obligations	299,520	277,975	(21,545)
Non-government obligations	807,167	708,719	(98,448)
Real assets	49,092	49,986	894
Common stocks	1,013,616	1,067,510	53,894
Mutual funds	<u>2,110,124</u>	<u>1,870,962</u>	<u>(239,162)</u>
Total investment portion	<u>4,279,519</u>	<u>3,975,152</u>	<u>(304,367)</u>
Total endowment fund	<u>\$ 4,377,625</u>	<u>\$ 4,073,258</u>	<u>\$ (304,367)</u>
Other Funds	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 7,767	\$ 7,767	\$ -
Investment portion:			
Real assets	7,148	7,278	130
Mutual funds	<u>619,453</u>	<u>556,266</u>	<u>(63,187)</u>
Total investment portion	<u>626,601</u>	<u>563,544</u>	<u>(63,057)</u>
Total other funds	<u>\$ 634,368</u>	<u>\$ 571,311</u>	<u>\$ (63,057)</u>
Total			
Total cash and cash equivalents	\$ 105,873	\$ 105,873	\$ -
Total investment portion	<u>4,906,120</u>	<u>4,538,696</u>	<u>(367,424)</u>
Total	<u>\$ 5,011,993</u>	<u>\$ 4,644,569</u>	<u>\$ (367,424)</u>

DOVER CHILDREN'S HOME, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021****September 30, 2021**

Endowment Fund	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 101,914	\$ 101,914	\$ -
Investment portion:			
Government obligations	251,689	257,976	6,287
Non-government obligations	831,444	861,300	29,856
Real assets	50,499	64,386	13,887
Common stocks	841,907	1,237,742	395,835
Mutual funds	<u>2,000,851</u>	<u>2,559,951</u>	<u>559,100</u>
Total investment portion	<u>3,976,390</u>	<u>4,981,355</u>	<u>1,004,965</u>
Total endowment fund	\$ <u>4,078,304</u>	\$ <u>5,083,269</u>	\$ <u>1,004,965</u>
 Other Funds			
	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 8,824	\$ 8,824	\$ -
Investment portion:			
Real assets	8,448	10,771	2,323
Mutual funds	<u>674,797</u>	<u>814,236</u>	<u>139,439</u>
Total investment portion	<u>683,245</u>	<u>825,007</u>	<u>141,762</u>
Total other funds	\$ <u>692,069</u>	\$ <u>833,831</u>	\$ <u>141,762</u>
 Total			
Total cash and cash equivalents	\$ 110,738	\$ 110,738	\$ -
Total investment portion	<u>4,659,635</u>	<u>5,806,362</u>	<u>1,146,727</u>
Total	\$ <u>4,770,373</u>	\$ <u>5,917,100</u>	\$ <u>1,146,727</u>

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

NOTE 5. FAIR VALUE MEASUREMENTS

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

The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

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

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

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

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at September 30, 2022.

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

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

DOVER CHILDREN'S HOME, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

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

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

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

2022

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Government obligations	\$ -	\$ 277,975	\$ -	\$ 277,975
Non-government obligations	-	708,719	-	708,719
Real assets	57,264	-	-	57,264
Common stocks	1,067,510	-	-	1,067,510
Mutual funds				
Equities	1,961,078	-	-	1,961,078
Fixed income	<u>466,150</u>	<u>-</u>	<u>-</u>	<u>466,150</u>
Total investments	<u>\$ 3,552,002</u>	<u>\$ 986,694</u>	<u>\$ -</u>	<u>\$ 4,538,696</u>

2021

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Government obligations	\$ -	\$ 257,976	\$ -	\$ 257,976
Non-government obligations	-	861,300	-	861,300
Real assets	75,157	-	-	75,157
Common stocks	1,237,742	-	-	1,237,742
Mutual funds				
Equities	2,775,189	-	-	2,775,189
Fixed income	<u>598,998</u>	<u>-</u>	<u>-</u>	<u>598,998</u>
Total investments	<u>\$ 4,687,086</u>	<u>\$ 1,119,276</u>	<u>\$ -</u>	<u>\$ 5,806,362</u>

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

NOTE 6. QUALIFIED OPINION

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008, extensive research was performed in an attempt to reach a conclusion related to the restrictions of the Home's net assets and authorization related to the release of net assets from restrictions, if any. The research proved to be inconclusive, which has resulted in qualified opinions for the periods ended during 2008 through 2022 as it relates to the Home's net assets, the restrictions thereon, and authorization related to the release of net assets from restrictions, if any. Due to the uncertainty regarding the balance of net assets with donor restrictions, the Board has elected to treat all earnings on net assets with donor restrictions as net assets with donor restrictions, unless a transfer is made for operational purposes at the discretion of the Board of Directors, at which time the amount is transferred to net assets without donor restriction.

NOTE 7. RECLASSIFICATION

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

NOTE 8. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund and continued through December 31, 2020. During the year ended September 30, 2021, the Home received grant revenue of \$32,550 and expended \$32,550 under the grant through payroll.

NOTE 9. OTHER FUNDING

During the year ended September 30, 2022, the Home was awarded \$331,655 under the terms of a reimbursement grant from the State of New Hampshire through the New Hampshire Department of Health and Human Services. The funds were for State approved updates to the Home's property. All funds had been expended during the year ended September 30, 2022. The Home had received \$194,888 in reimbursements as of September 30, 2022. The remaining \$136,767 of reimbursements requested are included in accounts receivable, other at September 30, 2022 and were received subsequent to year end on November 17, 2022.

DOVER CHILDREN'S HOME, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021****NOTE 10. IN-KIND CONTRIBUTIONS**

The Home records the value of in-kind contributions according to accounting policies described in **Note 1**.

The fair value of gifts in kind included as contributions in the financial statements and the corresponding expenses for the year ended September 30, 2022 and 2021 are as follows:

	<u>2022</u>	<u>2021</u>
Donated food	\$ 25,972	\$ 18,252
Donated gift cards	21,812	7,778
Donated electronics	880	4,200
Donated heating fuel	<u>4,396</u>	<u>2,713</u>
Total	<u>\$ 53,060</u>	<u>\$ 32,943</u>

NOTE 11. OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Home's business. The significance of the impact on the Home's financial operational results will be dictated by the length of time that such disruptions continue.

During the years September 30, 2022 and 2021, and through the date of this report, the Home has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through March 22, 2023, the date the financial statements were available to be issued.

Subsequent to year end the Home made the decision to remove their existing 403(b) retirement offering and replace it with a Simple IRA with up to a 3% employer match. The Simple IRA went into effect on January 1, 2023.

DOVER CHILDREN'S HOME, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

Subsequent to year end the Home was notified by the State of New Hampshire Governor's Office for Emergency Relief and Recovery that they would be the recipients of grant funding to be used towards the Home's ongoing renovation project. However, as of the date of this audit report the funding has not yet been officially awarded to the Home and the amount of funding to be received has not yet been determined.

DOVER CHILDREN'S HOME
FISCAL YEAR 2024 BOARD & TRUSTEE CONTACT INFORMATION
Updated: October 3, 2023

CHAIR Ann Lane	VICE CHAIR Sharon Zacharias Personnel Committee Chair
TREASURER Jim Horne Facilities & Infrastructure Chair	SECRETARY Doug Glennon
Sean O'Connell	Denise LeFrance
Mike Murphy Finance Committee Chair	Michelle Register
David Rich, MD	Don Cichon
Martha Munhall	Tom O'Dowd
Annie Novak, LCMHC Programs Committee Chair	Jennifer Stauffis
TRUSTEE John Gill, Chair	TRUSTEE Charlie Griffiths
TRUSTEE Caitlyn Turgeon	TRUSTEE Branden Ladebush

Melissa LaRocque, MSCJ

www.doverchildrenshome.org

CORE COMPETENCIES

Program Improvement
Training Development
Board of Director Interaction
Data collection & analysis

Proactive & Effective
Relationship Building
Strategic Planning
Mentoring Relationships

Results/Goal Driven
Growth Initiatives
Effective Leadership
Culture of Openness

PROFESSIONAL EXPERIENCE

Director of Operations | Dover Children's Home | Dover NH

10/22 - Present

Title Change to reflect current job responsibilities. Cover for Executive Director and ensure all compliance for state, federal, and accreditation regulations.

Quality Improvement Specialist & Program Director | Dover Children's Home | Dover NH

05/16 – 10/22

Quality Improvement Specialist

- **Created** and implemented numerous standard operating procedures and policies to support 'CARF accreditation' that remains ongoing. Created work groups amongst the Administration for initial and ongoing CARF expectations. Achieved a 3-year CARF accreditation with no recommendations in June 2021 for the organization.
- **Networked** and collaborated with other agencies to enhance the knowledge and understanding of CARF standards and their application to the DCH residential group home. Attended a national CARF training to support the understanding of the performance improvement plan required to be submitted annually by the agency.
- **Implemented numerous new trainings** for the agency and created training materials in areas of health & safety, financial policies, various clinical subjects, new hire orientation training amongst other topics.
- **Collaborated** with the Executive Director and the Board of Director members in defining the strategic plan and priorities of the organization by supporting the engagement of all parties involved.

Program Director

- **Administered** the day-to-day operations of Dover Children's Home of adolescents providing leadership and direction in the screening of youth, working with stakeholders and state agencies assessing and collaborating the treatment services for youth in care.
- **Maintained** a positive work environment by providing a culture of openness, collaboration, and cooperation for the adolescents to deliver structure and program commitments resulting in excellence.

- **Managed** the hiring and staffing of the residential program 24/7, including staff training, personnel files management, and helping with the licensing and state certifications for the operation of the program to ensure compliancy.

Program Supervisor | The Key Program, Inc | Methuen, MA
05/16

03/08 -

- **Promoted** from Residential Counselor through the tiers of positions to Program Supervisor to oversee the day-to-day operations of the residential group home accessing and screening the intakes brought in.
- **Assisted** troubled youths and their families with the development of positive life skills and experiences to teach them how to pursue productive and rewarding lives.
- **Recruited** staff with the knowledge and hands-on experience needed for an intensive supervision and training environment in a 24/7 program.
- **Participated** heavily in crisis support and on call support for mental health screenings and acute crisis needs of youth to help them feel they were safe.

Child Protective Service Worker/ NH Division for Children, Youth & Families/ Nashua, NH
2010-2013

- **Supported** and protected children in the NH State Child Protection System with a strong voice proactively and effectively to ensure their safety, as well as protecting their rights, which changed the course of their lives in many cases.
- **Strategized** with families' ways to problem solve, create safety plans for their families, and access social service resources to help strengthen their home and parenting skills.

EDUCATION & HONORS

Roger Williams University | Bristol, RI
3.98 GPA

May 2010 |

Masters in criminal justice - course work focused on juvenile delinquency and family violence issues. Research methods and statistical analysis required competency exams passed.

University of New Hampshire | Durham, NH
GPA

May 2008 | 3.8

Bachelors in arts of Sociology - relevant coursework in the sociology of gender & sexual violence against women

Attendee to Inaugural Conference of President Obama from academic invite on political issues during graduate school.

OTHER QUALIFICATIONS OF INTEREST

Worked 3 years in NH State's Child Welfare System
5+ years as Program Director | 10+ years in Residential Group Homes
MANDT Certified Trainer (de-escalation and restraint)
First Aid / CPR Certified Trainer
Trauma informed care practice and staff trainer
TBRI practitioner

Board of Director member for 'Brigid's House of Hope'

Renee E. Touhey-Childress, LICSW



MSW Professional Experience

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

Renee E. Touhey-Childress, LICSW

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

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

5/2006 – 3/2008

Clinical Therapist

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

BSW Professional Experience

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

5/2004 – 8/2005

Clinical Practicum Internship Experience

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

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

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

Education

Wheelock College, Boston, MA
Master of Social Work

May 2006

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

May 2004

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

April 2003

Mary Thurber



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

Work Experience

Accounts Payable Clerk

OI Infusion Services LLC
August 2020 to Present

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

Office Manager

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

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

Contractor - IT Help Desk Agent at Liberty Mutual

Pro Unlimited - Dover, NH
October 2019 to August 2020

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

Cosmetologist / Nail Technician

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

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

Legal Assistant / Real Estate Paralegal / Prosecution Paralegal

Alton Law Offices - Alton, NH
August 2007 to August 2012

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

Office Manager

Salmon Falls Stoneware - Dover, NH
1997 to 2007

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

Workers Compensation Rater / Customer Account Assistant

Liberty Mutual Insurance Company - Portsmouth, NH
1991 to 1996

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

Education

High school diploma

Skills

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

AREAS OF EFFECTIVENESS:

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

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

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Renee Touhey-Childress	Executive Director	\$94,586.74
Melissa LaRocque	Director of Operations	\$78,017.10
Mary Thurber	Director of Business & Finance	\$52,855.08

14 mac



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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shiblett
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

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

REQUESTED ACTION

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,584.00	705,584.00	705,584.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,969,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1. Robert Rodier, Administrator for DCYF

2. Richard Sarette, Administrator for DCYF

3. Shawn Blakey, Program Specialist IV, CBH

4. Paige Morgan, Youth Voice

5. Tanja Godfredsen, Business Administrator, Finance



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

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

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanja Godfredson, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DEN-12-RESID		
LEVEL OF CARE	Level 3		
	Proposer Name	Option/Program	TOTAL SCORE
1	Deveraux Foundation	Deveraux Level 3 Intensive	74
2	Easter Seals	RJ Boys - Intensive	85
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	86
5	Easter Seals	RJ Kid - Intensive	80
6	Hope for Little Wanderers	WishUp	73
7	Mentor ARI (NeuroRehabilitative)	Mentor	83
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSB Rumney	84
11	Mount Prospect Academy, Inc.	Option A Burnts Ptvt	84
12	Mount Prospect Academy, Inc.	Option C Carl Hampton	86
13	Mount Prospect Academy, Inc.	Option C Carl Plyn	84
14	Mount Prospect Academy, Inc.	Option D Gale Carr Campton	88
15	Pine Haven Boys Center	Pine	78
16	Soularing Academy & Family Services	ERP	95
17	Soularing Academy & Family Services	NBP	95
18	Soularing Academy & Family Services	MAP	90
19	St. Anna Home, Inc.	Option A	87
20	St. Anna Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	83
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy, Inc.	Option A	81

Proposer Name and Title

- 1 Amy Lambert, Program Specialist IV, CBH
- 2 Pamela Powell, Program Specialist IV, CBH
- 3 Kathleen Tipton, Program Specialist IV, CBH
- 4 Jessica Kestinger, Administrator, DCYP
- 5 Kyle Leonard, Administrator, Finance
- 6 Rebecca Lorton, Program Specialist, Adm.



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

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

Reviewers Name and Title

- 1 Deryl Tenney, Program Specialist IV, CBH
- 2 Adele Baumen, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tania Godtfredsen, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

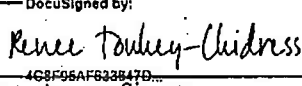
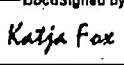
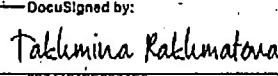
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4: CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 6/22/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team^{OS} to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
 - 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
 - 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
 - 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
 - 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
 - 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
 - 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15: Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth:

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
 - 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
 - 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety;
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to test stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. **Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. **Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members;
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and implementation for Tier 3 and Tier 4 Programs

- 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				<small>DS</small> RT

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Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	PILOT House Independent Living	Dover, NH	4	N/A
Level of Care 2, Intermediate Treatment	Dover Children's Home – Level 2	Dover, NH	12	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

2.5.1. The Contractor shall provide residential treatment services Level of Care 1, Supportive Community Level of Treatment (1B), Independent Living, supervised living in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.5.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

- 2.5.2.1. Minimal supports in the community
- 2.5.2.2. Case Management
- 2.5.2.3. Supervision
- 2.5.2.4. Vocational Training
- 2.5.2.5. Medication Monitoring, as clinically indicated
- 2.5.2.6. Crisis Intervention

2.5.3. **Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6050 Certification for Payment Standards for Residential

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Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.5.3.2.2. Awake Overnight: 1:12 for youth 16 or older; for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.5.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.5.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.5.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

2.5.4. Supported Visits

2.5.4.1. Supported visitation are not required of this program level.

2.5.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.5.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.5.5. Educational Services

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connected the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.5.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or

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supporting individuals pursuing higher education or independent living with but not limited to:

- 2.5.5.3.1. Transitional Services.
- 2.5.5.3.2. Vocational Services.
- 2.5.5.3.3. Formal Education.
- 2.5.5.3.4. Training Programs.
- 2.5.5.3.5. Independent Living Skills.

2.5.6. Transportation

2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

- 2.5.6.1.1. Court Hearings.
- 2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.5.6.1.4. Recreation (clubs, sports, work).

2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

- 2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.5.6.2.3. Purchasing public transportation passes.
- 2.5.6.2.4. Paying for cab fare.
- 2.5.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.5.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.5.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

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- 2.5.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
- 2.5.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.5.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.5.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6. Level of Care 2, Intermediate Treatment

- 2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:
 - 2.6.1.1. Residential treatment and community based services based on the individual's unique needs.
 - 2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.
- 2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:
 - 2.6.2.1. Safe environment

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- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. **Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8

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2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. **Medical Care**

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

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- 2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.

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- 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or

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more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.7. Reserved
- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)

3.3.1. Pilot House Independent Living

3.3.1.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:6	Not Allocated
Direct Care 2nd shift	Milieu 1:6	Not Allocated
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	1:4 Shared with L2

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Clinical Ratio	1:10	1:4 as necessary shared with L2 Program
Family Worker	1:8	1:4 Shared with L2
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not Allocated
Case Manager	Not required	Not Allocated
Board certified behavioral analyst (BCBA)	Not required	Not Allocated
Nursing Staff	If QRTP Clinical and Nursing 24/7 available, based on client needs	Not Allocated
Psychiatrist	Not required	Subcontractor
Psychologist	Not required	Not Allocated
Medical Doctor, APRN	Not required	Not Allocated
Pilot House Coordinator	Not required	1 (FT)
Pilot House Case Manager	Not required	1 (PT)
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.3.1.2. The Contractor shall at a minimum meet licensing requirements, which may be share with the Level 2 program. The Contractor shall provide on-site staffing for individuals ages 18+ Mondays through Fridays, from 10AM to 10PM. The Contractor shall assure 24/7 supervision for individuals aged 16-17, as approved by the Department which also may be shared with the Level 2 program.

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Dover Children's Home

3.4.1.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved ^{DS} Variation

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Direct Care 1st shift	Milieu 1:4	1:3
Direct Care 2nd shift	Milieu 1:4	1:3
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	No Variation
Family Worker	1:8	No Variation
Family Therapist	Not required	Not allocated
Transportation	Not Required	1:3 (all staff, Not allocated)
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client needs	1:12 Subcontracted
Psychiatrist	Not required	1:12 Subcontracted
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Clinical Director	Not required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. Weekend staffing is as needed for Level 2, Intermediate Treatment

3.5. Reserved

3.6. Reserved

3.7. Reserved

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3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A	
Key Output and Process Data	
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.	
Number of children currently placed in the program	
Percent of contracted beds currently used	
Turnover information (e.g., total number of staff, how many left, and reason why)	
Number of days the program does not meet contractually required staffing ratios	
Number of accepted referrals/new admissions (and location prior to admission)	

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Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

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5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child

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Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

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- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
 - 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
 - 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
 - 6.2.2.10. Adjusting program delivery.
 - 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical^{PS} to

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- ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and

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- 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

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7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

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8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct

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the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$339,191 shall be provided to the Contractor, for the expenses incurred to launch services based on the start-up budgets specified in Ex C-1 and C-2 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
 - Financial Manager
 - Department of Health and Human Services
 - 129 Pleasant Street
 - Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
- 5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

5.1.1.

Program - Pilot House	
Residential for eligible youth per day	\$182.66
Program - Children's Home	
Residential for eligible youth per day	\$424.00

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 5.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
- 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
- 5.5.1. Sub-total: \$3,951,144.00
- 5.5.2. SFY 22: \$1,317,048.00
- 5.5.3. SFY 23: \$1,317,048.00
- 5.5.4. SFY 24: \$1,317,048.00
6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs			
Basic Information			
Agency Name	Dover Children's Home Level 1		
Start-up costs	Line item	Amount requested	Notes (if needed)
Personnel costs		\$	
	Supervisors/managers Frontline caseworkers Coordination or administrative support COI, QA specialists and/or data analysts Other personnel costs		
Program facilities		\$ 45,000.00	
	Lease Maintenance and utilities Other facility costs	45,000.00	Renovations
Program materials and supplies		\$	
	EBP or program model-specific materials Recruitment, hiring, on-boarding materials Other program materials/supplies		
Staff transportation		\$	
	Mileage Gas Other staff transportation		
EBP or program model-specific expenses		\$ 1,350.00	
	Program license or other fees Program training (Initial) Other EBP or program model costs	1,350.00	RENEW and TBRI
Systems costs related to program		\$ 424.00	
	Technology for data collection, reporting Other systems	424.00	Relias Learning System and Payroll & Personnel Platform
Consulting and sub-contracting		\$	
	Consulting Sub-contracting		
Equipment		\$ 46,050.00	
	Vehicles Furniture Technology Equipment Other Equipment	27,000.00 15,000.00 4,050.00	Staff computers and program computer
Telecommunication		\$ 800.00	
	Phones/Walkie Talkies Internet Service Other Telecommunication	800.00	
Client Provisions		\$	
	Food Clothing/Hygiene Other Client Provisions		
All other start-up costs		\$	
Total start-up costs		\$ 93,624.00	

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Exhibit C-2 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs

Basic Information	
Agency Name	Dover Children's Home Level 2

Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
COI, OA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 177,399.00	
Lease		
Maintenance and utilities		
Other facility costs	177,399.00	Renovations/Addition
Program materials and supplies	\$ 3,500.00	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies	3,500.00	Locked medication cabinet
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 7,350.00	
Program license or other fees		
Program training (initial)	7,350.00	RENEW and TBRI
Other EBP or program model costs		
Systems costs related to program	\$ 3,818.00	
Technology for data collection, reporting		
Other systems	3,818.00	Rellis Learning System and Payroll & Personnel Platform
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 51,100.00	
Vehicles		
Furniture	45,000.00	
Technology Equipment	6,100.00	Staff computers and program computer, printers
Other Equipment		
Telecommunication	\$ 2,400.00	
Phones/Walkie Talkies	2,400.00	
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 245,567.00	

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress

Name: Renee Touhey-Chidress

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on-Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress

Name: Renee Touhey-Chidress

Title: Executive Director

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Vendor Initials

Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**New Hampshire Department of Health and Human Services
Exhibit F**

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
- 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

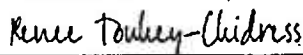
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).


- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/18/2021

Date

DocuSigned by:

 Name: Renee Touhey-Chidress
 Title: Executive Director

Contractor Initials 
 Date 6/18/2021

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress

Name: Renee Touhey-Chidress

Title: Executive Director

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity:

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Renee Touhey-Chidress
Name: Renee Touhey-Chidress
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Contractor Initials

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Date 6/18/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja Fox

ED0006004060442...

Signature of Authorized Representative

katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/22/2021

Date

Dover Children's Home

Name of the Contractor

Renee Touhey-Chidress

4C09357P0330470...

Signature of Authorized Representative

Renee Touhey-Chidress

Name of Authorized Representative

Executive Director

Title of Authorized Representative

6/18/2021

Date

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New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Renee Touney-Chidress

Name: Renee Touney-Chidress

Title: Executive Director

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Contractor Initials

Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 136215167
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K.

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 35,952,898
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9 to read:
 - 1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
 - 1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
 - 1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
 - 1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
 - 1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
 - 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days.

The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

- 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
- 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
- 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
- 5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 4.1., to read:

4.1 For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 4.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

4.1.1.

Program - Boys Program	
Residential for IEP eligible youth per day until 6/30/2023	\$455.18
Residential Non-IEP eligible youth per day until 6/30/2023	\$455.18
Program - Lancaster	
Residential for IEP eligible youth per day until 6/30/2023	\$638.28
Residential Non-IEP eligible youth per day until 6/30/2023	\$638.28
Program - RJ Krol	
Residential for IEP eligible youth per day until 6/30/2023	\$385.96
Residential Non-IEP eligible youth per day until 6/30/2023	\$385.96
Program - Zachary Roads	
Residential for IEP eligible youth per day until 6/30/2023	\$553.66
Residential Non-IEP eligible youth per day until 6/30/2023	\$553.66

Program - Boys Program	
Residential for IEP eligible youth per day effective 7/1/2023	\$495.89
Residential Non-IEP eligible youth per day effective 7/1/2023	\$495.89
Program - Lancaster	
Residential for IEP eligible youth per day effective 7/1/2023	\$717.28
Residential Non-IEP eligible youth per day effective 7/1/2023	\$717.28
Program - RJ Krol	
Residential for IEP eligible youth per day effective 7/1/2023	\$392.74
Residential Non-IEP eligible youth per day effective 7/1/2023	\$392.74
Program - Zachary Roads	
Residential for IEP eligible youth per day effective 7/1/2023	\$783.93
Residential Non-IEP eligible youth per day effective 7/1/2023	\$783.93

4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted ^{News}

News
Ck

Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

4.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: \$35,952,898.00

4.5.2. SFY 22: \$11,223,412.00

4.5.3. SFY 23: \$11,223,412.00

4.5.4. SFY 24: \$6,753,037.00

4.5.5. SFY 25: \$6,753,037.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...

Name: Katja S. Fox

Title: Director

Easter Seals New Hampshire, Inc.

11/28/2023

Date

DocuSigned by:
Catherin Kuhn
B3B35BF0976D42A...

Name: Catherin Kuhn

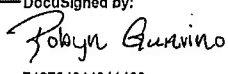
Title: Chief operating officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:

748734844941460...

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0006194169



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 11, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

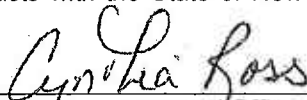
VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Peter Hastings, Chief Information Officer; Pamela Hawkes, Chief Development Officer; Michele Talwani, SVP Marketing & Communications and Bradford E. Cook, General Counsel of the corporation,
(may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 6, 2023



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Linda Jaeger, CIC
	PHONE (A/C, No., Ext): 855 874-0123 FAX (A/C, No.): E-MAIL ADDRESS: linda.jaeger@usi.com
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Indemnity Insurance Co. 18058
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2592749	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2592747	09/01/2023	09/01/2024	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 \$10K	X	X	PHUB878203	09/01/2023	09/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N N/A \$
A	EDP			PHPK2592749	09/01/2023	09/01/2024	\$1,619,050 Special Form Incl Theft \$500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Supplemental Names*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,*. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on behalf (See Attached Descriptions)

CERTIFICATE HOLDER Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026 INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	CONTACT NAME: Tania Drigo PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Tania.Drigo@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>The North River Insurance Company</td> <td style="text-align: center;">21105</td> </tr> <tr> <td>INSURER B:</td> <td> </td> <td> </td> </tr> <tr> <td>INSURER C:</td> <td> </td> <td> </td> </tr> <tr> <td>INSURER D:</td> <td> </td> <td> </td> </tr> <tr> <td>INSURER E:</td> <td> </td> <td> </td> </tr> <tr> <td>INSURER F:</td> <td> </td> <td> </td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The North River Insurance Company	21105	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	The North River Insurance Company	21105																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: 23-24 WC** **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												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-739207-7	1/1/2023	1/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">PER STATUTE</th> <th style="width: 10%;">OTH-ER</th> <th style="width: 80%;"></th> </tr> <tr> <td></td> <td></td> <td>E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER				E.L. EACH ACCIDENT \$ 1,000,000			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
PER STATUTE	OTH-ER																		
		E.L. EACH ACCIDENT \$ 1,000,000																	
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000																	
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000																	

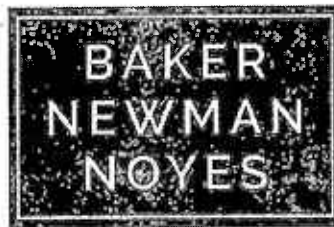
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER State of NH Dept. of Health & Human Services 129 Pleasant St. 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 James Hays/TADRIG
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Mission:

To provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work and play throughout their lifetimes.



**Easter Seals New Hampshire, Inc.
and Subsidiaries**

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2022 and 2021
With Independent Auditors' Report*

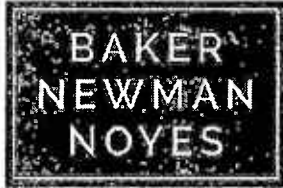
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2022 and 2021

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2022 and 2021, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2022 and 2021, and the changes in their net assets, functional expenses and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Easter Seals NH and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Easter Seals NH's ability to continue as a going concern for a period of within one year after the date that the financial statements are issued or available to be issued.

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Easter Seals NH's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Easter Seals NH's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Financial Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2022 on our consideration of Easter Seals NH's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals NH's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals NH's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 20, 2022

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$14,837,761	\$14,389,013
Restricted cash	79,819	82,461
Short-term investments, at fair value	10,055,639	10,681,421
Accounts receivable from related entity	394,316	-
Program and other accounts receivable	9,748,641	8,593,338
Contributions receivable, net	172,253	224,865
Prepaid expenses and other current assets	<u>907,909</u>	<u>633,702</u>
Total current assets	36,196,338	34,604,800
Assets limited as to use	1,837,445	2,357,939
Investments, at fair value	13,419,355	15,889,181
Investment in related entity	1,742	-
Other assets	349,154	378,877
Fixed assets, net	<u>27,216,243</u>	<u>29,899,801</u>
	<u>\$79,020,277</u>	<u>\$83,130,598</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,538,018	\$ 2,312,551
Accrued expenses	6,450,559	6,895,135
Deferred revenue	4,598,645	1,862,583
Current portion of interest rate swap agreement	579,174	387,067
Current portion of long-term debt	<u>1,016,962</u>	<u>1,222,914</u>
Total current liabilities	15,183,358	12,680,250
Other liabilities	2,130,322	2,682,812
Interest rate swap agreement, less current portion	416,010	1,851,184
Long-term debt, less current portion, net	<u>17,861,006</u>	<u>28,771,371</u>
Total liabilities	35,590,696	45,985,617
Net assets:		
Without donor restrictions	37,450,866	31,026,464
With donor restrictions	<u>5,978,715</u>	<u>6,118,517</u>
Total net assets	<u>43,429,581</u>	<u>37,144,981</u>
	<u>\$79,020,277</u>	<u>\$83,130,598</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2022

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 764,760	\$ 368,967	\$ 1,133,727
Special events, net of related direct costs of \$1,018,200	1,891,609	83,710	1,975,319
Annual campaigns, net of related direct costs of \$43,900	232,664	16,362	249,026
Bequests	4,160	-	4,160
Net assets released from restrictions	<u>449,927</u>	<u>(449,927)</u>	<u>-</u>
Total public support	3,343,120	19,112	3,362,232
Revenue:			
Fees and tuition	61,914,620	-	61,914,620
Grants	31,630,150	-	31,630,150
Gain on extinguishment of debt	9,250,000	-	9,250,000
Dividend and interest income	834,614	12,543	847,157
Rental income	31,762	-	31,762
Other	<u>394,652</u>	<u>-</u>	<u>394,652</u>
Total revenue	<u>104,055,798</u>	<u>12,543</u>	<u>104,068,341</u>
Total public support and revenue	107,398,918	31,655	107,430,573
Operating expenses:			
Program services:			
Public health education	26,267	-	26,267
Professional education	160,997	-	160,997
Direct services	<u>85,247,641</u>	<u>-</u>	<u>85,247,641</u>
Total program services	85,434,905	-	85,434,905
Supporting services:			
Management and general	9,493,211	-	9,493,211
Fundraising	<u>2,154,599</u>	<u>-</u>	<u>2,154,599</u>
Total supporting services	<u>11,647,810</u>	<u>-</u>	<u>11,647,810</u>
Total functional expenses	97,082,715	-	97,082,715
Support of National programs	<u>130,276</u>	<u>-</u>	<u>130,276</u>
Total operating expenses	<u>97,212,991</u>	<u>-</u>	<u>97,212,991</u>
Increase in net assets from operations	10,185,927	31,655	10,217,582

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 1,243,067	\$ —	\$ 1,243,067
Net unrealized and realized losses on investments, net	(3,063,497)	(182,735)	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	—	11,278	11,278
Loss on sales, disposals and impairment of fixed assets	<u>(1,941,095)</u>	<u>—</u>	<u>(1,941,095)</u>
	<u>(3,761,525)</u>	<u>(171,457)</u>	<u>(3,932,982)</u>
Increase (decrease) in net assets	6,424,402	(139,802)	6,284,600
Net assets at beginning of year	<u>31,026,464</u>	<u>6,118,517</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$37,450,866</u>	<u>\$5,978,715</u>	<u>\$43,429,581</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 732,689	\$ 327,971	\$ 1,060,660
Special events, net of related direct costs of \$643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of \$42,502	418,831	37,458	456,289
Bequests	4,091	-	4,091
Net assets released from restrictions	<u>837,627</u>	<u>(837,627)</u>	<u>-</u>
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	-	60,020,761
Grants	33,096,374	-	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	-	29,775
Other	<u>549,546</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>94,321,978</u>	<u>8,878</u>	<u>94,330,856</u>
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	-	42,458
Professional education	3,192	-	3,192
Direct services	<u>82,595,976</u>	<u>-</u>	<u>82,595,976</u>
Total program services	82,641,626	-	82,641,626
Supporting services:			
Management and general	9,427,520	-	9,427,520
Fundraising	<u>1,249,556</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,677,076</u>	<u>-</u>	<u>10,677,076</u>
Total functional expenses	93,318,702	-	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>93,423,887</u>	<u>-</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 658,823	\$ —	\$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	—	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	—	(40,958)
Contribution of net assets from acquisition – see Note 15	<u>702,572</u>	<u>—</u>	<u>702,572</u>
	<u>3,151,204</u>	<u>201,087</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	<u>23,812,787</u>	<u>6,171,918</u>	<u>29,984,705</u>
Net assets at end of year	<u>\$31,026,464</u>	<u>\$6,118,517</u>	<u>\$37,144,981</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2022	2021
Salaries and related expenses	\$ 5,780	\$ —	\$65,741,230	\$65,747,010	\$6,336,634	\$1,061,221	\$ 7,397,855	73,144,865	\$71,102,855
Professional fees	2,613	127,466	8,234,642	8,364,721	2,066,017	335,013	2,401,030	10,765,751	10,125,183
Supplies	928	5,500	1,777,921	1,784,349	50,158	33,284	83,442	1,867,791	2,160,860
Telephone	8	—	529,613	529,621	200,186	2,696	202,882	732,503	699,817
Postage and shipping	—	229	35,031	35,260	15,776	10,447	26,223	61,483	52,684
Occupancy	—	—	2,472,697	2,472,697	354,406	58,116	412,522	2,885,219	2,798,022
Outside printing, artwork and media	1,303	—	8,519	9,822	309	37,569	37,878	47,700	20,999
Travel	—	—	1,540,938	1,540,938	13,280	864	14,144	1,555,082	1,250,785
Conventions and meetings	6	27,802	98,989	126,797	15,852	22,425	38,277	165,074	77,801
Specific assistance to individuals	—	—	1,786,297	1,786,297	556	—	556	1,786,853	1,379,563
Dues and subscriptions	—	—	17,296	17,296	11,084	955	12,039	29,335	43,126
Minor equipment purchases and equipment rentals	7,926	—	136,235	144,161	74,508	33,003	107,511	251,672	316,808
Ads, fees and miscellaneous	7,703	—	413,578	421,281	31,740	552,377	584,117	1,005,398	388,306
Interest	—	—	642,590	642,590	137,563	—	137,563	780,153	908,999
Depreciation and amortization	—	—	1,812,065	1,812,065	185,142	6,629	191,771	2,003,836	1,992,894
	<u>\$26,267</u>	<u>\$160,997</u>	<u>\$85,247,641</u>	<u>\$85,434,905</u>	<u>\$9,493,211</u>	<u>\$2,154,599</u>	<u>\$11,647,810</u>	<u>97,082,715</u>	<u>\$93,318,702</u>
	0.03%	0.16%	87.81%	88.00%	9.78%	2.22%	12.00%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2021
Salaries and related expenses	\$ 11,096	\$ —	\$64,176,399	\$64,187,495	\$6,044,992	\$ 870,368	\$ 6,915,360	\$71,102,855
Professional fees	17,291	—	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183
Supplies	790	—	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860
Telephone	—	—	513,962	513,962	184,045	1,810	185,855	699,817
Postage and shipping	—	—	25,110	25,110	19,618	7,956	27,574	52,684
Occupancy	—	—	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022
Outside printing, artwork and media	5,090	—	4,927	10,017	5,130	5,852	10,982	20,999
Travel	7	—	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785
Conventions and meetings	—	3,192	55,272	58,464	16,905	2,432	19,337	77,801
Specific assistance to individuals	—	—	1,379,455	1,379,455	108	—	108	1,379,563
Dues and subscriptions	—	—	25,725	25,725	13,398	4,003	17,401	43,126
Minor equipment purchases and equipment rentals	775	—	153,295	154,070	158,601	4,137	162,738	316,808
Ads, fees and miscellaneous	7,409	—	222,711	230,120	84,777	73,409	158,186	388,306
Interest	—	—	764,208	764,208	144,791	—	144,791	908,999
Depreciation and amortization	—	—	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894
	<u>\$ 42,458</u>	<u>\$ 3,192</u>	<u>\$82,595,976</u>	<u>\$82,641,626</u>	<u>\$9,427,520</u>	<u>\$1,249,556</u>	<u>\$10,677,076</u>	<u>\$93,318,702</u>
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Increase in net assets	\$ 6,284,600	\$ 7,160,276
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	2,003,836	1,992,894
Bond issuance costs amortization	6,110	6,110
(Increase) decrease in fair value of beneficial interest in trust held by others	(11,278)	696
Net loss on sales, disposals and impairment of fixed assets	1,941,095	40,958
Change in fair value of interest rate swap	(1,243,067)	(658,823)
Gain on extinguishment of debt	(9,250,000)	-
Gain on conversion of long-term debt to grant revenue	-	(1,140,000)
Net unrealized and realized losses (gains) on investments, net	3,246,232	(2,032,550)
Donor restricted contributions	(368,967)	(327,971)
Contribution of net assets from acquisition	-	(702,572)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(1,155,303)	706,473
Accounts receivable from related entity	(394,316)	-
Contributions receivable	52,612	105,080
Prepaid expenses and other current assets	(274,207)	77,756
Other assets	41,001	16,437
Accounts payable and accrued expenses	(392,927)	22,693
Deferred revenue	2,736,062	496,622
Other liabilities	(552,490)	191,374
Net cash provided by operating activities	2,668,993	5,955,453
Cash flows from investing activities:		
Purchases of fixed assets	(1,453,563)	(2,184,030)
Proceeds from sale of fixed assets	366,008	20,323
Change in investments, net	(150,624)	(7,132,124)
Change in assets limited as to use	520,494	(203,417)
Investment in related entity	(1,742)	-
Cash, cash equivalents and restricted cash acquired from acquisition	-	365,413
Net cash used by investing activities	(719,427)	(9,133,835)
Cash flows from financing activities:		
Repayment of long-term debt	(1,872,427)	(1,074,073)
Proceeds from long-term debt	-	10,161,364
Donor restricted contributions	368,967	327,971
Net cash (used) provided by financing activities	(1,503,460)	9,415,262

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Increase in cash, cash equivalents and restricted cash	\$ 446,106	\$ 6,236,880
Cash, cash equivalents and restricted cash, beginning of year	<u>14,471,474</u>	<u>8,234,594</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$14,917,580</u>	<u>\$14,471,474</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>742,000</u>	\$ <u>875,000</u>
Supplemental disclosure of noncash activities:		
Fixed asset purchases included in accounts payable at end of year	\$ <u>173,818</u>	\$ <u>—</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Manchester Alcoholism Rehabilitation Center (Farnum Center); Easter Seals Maine, Inc. (up to August 31, 2022); and Easter Seals Vermont, Inc. (Easter Seals VT). Additionally, Champlin Place, Inc., was formed on June 30, 2022 and is 100% owned by Easter Seals New Hampshire, Inc. Champlin Place, Inc. is the sole General Partner of Champlin Place Limited Partnership (the Partnership). Champlin Place, Inc. has a 0.01% ownership interest in the Partnership, but oversees certain management and operational aspects of the Partnership subject to the terms set forth in the limited partnership agreement. See note 16. Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective August 31, 2022, Easter Seals Maine, Inc. was dissolved, and all assets were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work, and play throughout their lifetimes. Easter Seals NH operates programs throughout New Hampshire and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$10,055,500 and \$9,677,021 as of August 31, 2022 and 2021, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$14,837,761	\$14,389,013
Restricted cash	<u>79,819</u>	<u>82,461</u>
	<u>\$14,917,580</u>	<u>\$14,471,474</u>

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred, and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Certain long-lived assets were deemed impaired in 2022. See note 8. No long-lived assets were deemed impaired at August 31, 2021.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2022 and 2021 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgement.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in fees and tuition in the year that such amounts become known.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2022 and 2021, estimated implicit price concessions of \$855,900 and \$1,079,600, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when the promise to give is made and are recorded at the net present value of estimated future cash flows.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$8,099,000 and \$6,850,000 for the years ended August 31, 2022, and 2021, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc. (prior to dissolution on August 31, 2022), Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the “more-likely-than-not” threshold, based upon the technical merits of the position.

Champlin Place, Inc. is a for-profit organization subject to Federal and state taxes. Deferred income taxes of Champlin Place, Inc. are computed using the asset and liability method under which deferred income tax assets and liabilities are computed based on temporary differences between the financial statement and tax bases of assets and/or liabilities which will result in taxable or deductible amounts on future tax returns. Champlin Place, Inc. records a valuation allowance against any deferred tax assets when it determines it is unlikely that the tax asset will be realized. No significant deferred income taxes have been realized for Champlin Place, Inc. since the entity’s inception.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc., Easter Seals VT and Farnum Center on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Champlin Place, Inc.’s management has determined that Champlin Place, Inc. has not taken, nor expects to take, any uncertain tax positions in any income tax return.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers’ compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

As of August 31, 2022, and 2021, Easter Seals NH had recognized a liability of \$995,184 and \$2,238,251, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$1,243,067 and \$658,823 for the years ended August 31, 2022 and 2021, respectively, in the accompanying consolidated statements of activities and changes in net assets.

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales, disposals and impairment of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*. Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022. Easter Seals NH has evaluated the impact of the pending adoption of this standard on its consolidated financial statements and estimates that the right-of-use asset and operating lease liability to be recorded at September 1, 2022 will approximate \$2,807,000.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH and was adopted on September 1, 2021. The adoption of this ASU did not have a significant impact on Easter Seals NH's consolidated financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 20, 2022, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2022 and 2021 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2022</u>			
Other initiatives	\$1,462,085	\$ 26,757	\$1,488,842
Operations	<u>3,838,633</u>	<u>—</u>	<u>3,838,633</u>
Total endowment net assets	<u>\$5,300,718</u>	<u>\$ 26,757</u>	<u>\$5,327,475</u>
<u>2021</u>			
Other initiatives	\$1,437,096	\$227,759	\$1,664,855
Operations	<u>3,712,974</u>	<u>—</u>	<u>3,712,974</u>
Total endowment net assets	<u>\$5,150,070</u>	<u>\$227,759</u>	<u>\$5,377,829</u>

Changes in Endowment Net Assets

During the years ended August 31, 2022 and 2021, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2020	\$5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	<u>(82,732)</u>
Net endowment assets, August 31, 2021	5,377,829
Investment return:	
Investment income, net of fees	66,470
Net appreciation (realized and unrealized), net	12,536
Contributions	96,811
Appropriated for expenditure	<u>(226,171)</u>
Net endowment assets, August 31, 2022	<u>\$5,327,475</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	<u>2022</u>	<u>2021</u>
Satisfaction of donor restrictions	\$223,756	\$754,895
Release of appropriated endowment funds	<u>226,171</u>	<u>82,732</u>
	<u>\$449,927</u>	<u>\$837,627</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2022 and 2021 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2022</u>			
Other initiatives	\$ 134,429	\$466,798	\$ 601,227
Operations	<u>37,316,437</u>	<u>184,442</u>	<u>37,500,879</u>
Total non-endowment net assets	<u>\$37,450,866</u>	<u>\$651,240</u>	<u>\$38,102,106</u>
<u>2021</u>			
Other initiatives	\$ 3,348,849	\$516,330	\$ 3,865,179
Operations	<u>27,677,615</u>	<u>224,358</u>	<u>27,901,973</u>
Total non-endowment net assets	<u>\$31,026,464</u>	<u>\$740,688</u>	<u>\$31,767,152</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2022 or 2021.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Other initiatives	\$ 466,798	\$ 516,330
Operations	<u>47,200</u>	<u>83,514</u>
	513,998	599,844
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,307,363	5,171,595
Investments, gains and income from which is donor restricted	26,757	227,759
Beneficial interest in perpetual trust	<u>130,597</u>	<u>119,319</u>
	<u>5,464,717</u>	<u>5,518,673</u>
Total net assets with donor restrictions	<u>\$5,978,715</u>	<u>\$6,118,517</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2022), comprise the following:

Cash and cash equivalents	\$14,837,761
Short-term investments, at fair value	10,055,639
Program and other accounts receivable	9,748,641
Accounts receivable from related entity	394,316
Contributions receivable, net	<u>172,253</u>
	35,208,610
Investments, at fair value	<u>13,419,355</u>
	48,627,965
Less: net assets with donor restrictions	<u>(5,978,715)</u>
	<u>\$42,649,250</u>

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2022, and 2021, approximately \$10,200,000 and \$10,177,000, respectively, of cash and cash equivalents, and approximately \$10,056,000 and \$10,681,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2022 and 2021 are \$197,962 and \$236,642, respectively, net of an allowance for doubtful accounts of \$17,329 and \$27,931, respectively. The long-term portion of contributions receivable is recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2022:

2023	\$189,582
2024	3,380
2025	2,000
2026	2,000
2027	<u>1,000</u>
	<u>\$197,962</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2022</u>			
Residential and educational services	\$33,336,907	\$ 478,631	\$33,815,538
Community based services	2,529,116	21,853,895	24,383,011
Farnum Center	5,912,587	3,175,028	9,087,615
Family support services	6,796,612	515,896	7,312,508
Senior services	4,332,135	1,567,091	5,899,226
Transportation services	3,649,934	21,928	3,671,862
Outpatient and early support services	1,030,926	1,787,197	2,818,123
Children development services	1,661,031	494,511	2,155,542
Workforce development	1,878,376	1,125	1,879,501
Other programs	<u>786,996</u>	<u>1,734,848</u>	<u>2,521,844</u>
	<u>\$61,914,620</u>	<u>\$31,630,150</u>	<u>\$93,544,770</u>
	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2021</u>			
Residential and educational services	\$28,646,886	\$ 982,152	\$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	<u>1,025,577</u>	<u>3,119,181</u>	<u>4,144,758</u>
	<u>\$60,020,761</u>	<u>\$33,096,374</u>	<u>\$93,117,135</u>

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2022 and 2021 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2022 and 2021 from major payor sources is as follows:

	<u>2022</u>	<u>2021</u>
Private payors (includes coinsurance and deductibles)	\$1,633,018	\$ 2,845,213
Medicaid	4,279,742	6,243,173
Medicare	14,237	38,368
Self-pay	<u>24,668</u>	<u>(21,978)</u>
	<u>\$5,951,665</u>	<u>\$ 9,104,776</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

6. Revenues (Continued)

In response to the coronavirus (COVID-19) pandemic, Easter Seals NH qualified for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding. As of August 31, 2022, and 2021, Easter Seals NH received approximately \$1,846,000 and \$10,500,000, respectively, of which approximately \$900,000 and \$4,600,000, respectively, was paid to employees either in the form of bonuses for retention and recruitment or employees who qualified for the additional payments under certain programs. Easter Seals NH also entered a Payroll Protection Program loan in 2021 which was forgiven on February 2, 2022 (see note 11).

7. LeasesOperating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,200,000 and \$1,145,000 for the years ended August 31, 2022 and 2021, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2022, through the remaining contractual term of the underlying lease agreements, are as follows:

2023	\$ 1,077,760
2024	579,592
2025	381,288
2026	276,403
2027	231,914
Thereafter	<u>28,269</u>
Total	<u>\$ 2,575,226</u>

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2022</u>	<u>2021</u>
Buildings	\$ 32,931,032	\$ 34,233,240
Land and land improvements	3,930,144	4,565,183
Leasehold improvements	77,686	79,367
Office equipment and furniture	9,901,651	10,032,195
Vehicles	2,461,097	2,467,043
Construction in progress	<u>439,135</u>	<u>678,379</u>
	49,740,745	52,055,407
Less accumulated depreciation and amortization	<u>(22,524,502)</u>	<u>(22,155,606)</u>
	<u>\$ 27,216,243</u>	<u>\$ 29,899,801</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

8. Fixed Assets (Continued)

Depreciation and amortization expense related to fixed assets totaled \$2,003,836 and \$1,992,894 in 2022 and 2021, respectively.

Effective November 13, 2021, Farnum Center no longer provided certain residential treatments at its Franklin, New Hampshire location. On June 29, 2022, Easter Seals New Hampshire, Inc. was awarded a grant agreement totaling \$22,974,523 with the State of New Hampshire, Governor's Office of Emergency Relief and Recovery. This grant will support the construction of a mixed housing, supportive services, and retreat campus for veterans and their families located in Franklin, New Hampshire. Easter Seals New Hampshire, Inc. is obligated to complete the project prior to December 31, 2026. No amounts of this grant were utilized through August 31, 2022. Due to this agreement and the extensive nature of the renovation, Easter Seals New Hampshire, Inc. disposed of certain fixed assets associated with the residential treatment center that was closed in November 2021 resulting in recognition of impairment of fixed assets of approximately \$1,882,000 in the accompanying 2022 consolidated statement of activities and changes in net assets.

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 252,648	\$ 242,131
Marketable equity securities	1,744,099	2,239,468
Mutual funds	22,406,691	25,484,877
Corporate and foreign bonds	287,951	397,883
Government and agency securities	<u>621,050</u>	<u>564,182</u>
	25,312,439	28,928,541
Less: assets limited as to use	<u>(1,837,445)</u>	<u>(2,357,939)</u>
Total investments, at fair value	<u>\$23,474,994</u>	<u>\$26,570,602</u>

The composition of assets limited as to use totaling \$1,837,445 and \$2,357,939 at August 31, 2022 and 2021, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 3% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$645,000 and \$816,000 for the years ended August 31, 2022 and 2021, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

10. Retirement Plans (Continued)

Easter Seals NH offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals NH contributed approximately \$101,210 and \$84,000 to this plan during the years ended August 31, 2022 and 2021, respectively. The assets and liabilities associated with this plan were \$1,837,445 and \$2,357,939 at August 31, 2022 and 2021, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2022</u>	<u>2021</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (3.14% at August 31, 2022), due in annual principal payments increasing from \$49,167 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$10,061,668	\$10,643,336
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%; annual principal payments continually increasing from \$17,430 to \$21,180 with a final payment of \$4,521,598 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,655,563	5,897,177
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$419 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$173,523 at August 31, 2022.	174,119	256,662
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$2,691,921 at August 31, 2022.	1,995,428	2,074,653
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property, paid off in June 2022 at no penalty.	—	87,859
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), forgiven in February 2022.	—	10,000,000

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

	<u>2022</u>	<u>2021</u>
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected. Paid off in July 2022 at no penalty.	\$ —	\$ 45,000
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of \$767,351 at August 31, 2022.	531,486	531,486
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of \$529,443 at August 31, 2022.	492,448	492,448
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of \$4,518 on October 1 each year for 10 years through October 2026 secured by an interest in certain property with a net book value of \$767,351 at August 31, 2022.	<u>67,762</u>	<u>72,280</u>
	18,978,474	30,100,901
Less current portion	(1,016,962)	(1,222,914)
Less net unamortized bond issuance costs	<u>(100,506)</u>	<u>(106,616)</u>
	<u>\$17,861,006</u>	<u>\$28,771,371</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2023	\$ 1,016,962
2024	1,020,737
2025	1,032,876
2026	1,050,365
2027	1,139,574
Thereafter	<u>13,717,960</u>
	<u>\$18,978,474</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire, Inc. on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are eight notes payable totaling \$174,119 and seventeen notes payable totaling \$256,662 at August 31, 2022 and 2021, respectively, which originated under this agreement. Availability under this agreement at August 31, 2022 and 2021 is \$325,881 and \$243,338, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate plus 2.25%. On June 29, 2022, an amendment changed the interest rate charged on outstanding borrowings to be the one-month BSBY rate plus 2.25% (4.66% at August 31, 2022), and the maturity date was extended to June 30, 2023. Under an event of default, the interest rate will increase from the one-month BSBY rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2022 and 2021.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to \$4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs (see note 15). The funds were used for improvements on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. The note is secured by the property. No payments were made in 2022.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2022.

Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. A net principal promissory note payable of \$236,355 was recorded with an issue date of July 1, 2017. This note payable was repaid in full in 2022.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a \$640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a \$500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed \$45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected. In July 2022, this loan was been paid off by Easter Seals NH.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of \$4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. On August 23, 2018, an amendment changed that the annual principal payments will be deferred from October 1, 2017 and resume October 1, 2022. The note is secured by the property.

Payroll Protection Program Loan

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of \$10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty. Easter Seals NH accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt in the August 31, 2021 consolidated statement of financial position. In February 2022, Easter Seals NH received approval for full forgiveness from the SBA. Upon receiving forgiveness during the year ended August 31, 2022, Easter Seals NH recognized a gain on extinguishment of long-term debt in the accompanying 2022 consolidated statement of activities and changes in net assets.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$10,061,668 and \$10,643,336 at August 31, 2022 and 2021, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$995,184 and \$2,238,251 at August 31, 2022 and 2021, respectively, \$579,174 and \$387,067 of which was current at August 31, 2022 and 2021, respectively. During the years ended August 31, 2022 and 2021, net payments required by the agreement totaled \$338,761 and \$391,075, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2022, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$130,276 and \$105,185 for the years ended August 31, 2022 and 2021, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2022 and 2021.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

At August 31, 2022 and 2021, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2022</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 252,648	\$ —	\$ —	\$ 252,648
Marketable equity securities:				
Large-cap	1,284,778	—	—	1,284,778
International	459,321	—	—	459,321
Mutual funds, open-ended:				
Short-term fixed income	11,649,947	—	—	11,649,947
Intermediate-term bond fund	3,547,536	—	—	3,547,536
High yield bond fund	74,590	—	—	74,590
Foreign bond	19,577	—	—	19,577
Government securities	160,713	—	—	160,713
Emerging markets bond	376,551	—	—	376,551
International equities	1,290,322	—	—	1,290,322
Domestic, large-cap	1,058,579	—	—	1,058,579
Domestic, small-cap	118,360	—	—	118,360
Domestic, multi alt	300,029	—	—	300,029
Real estate fund	178,165	—	—	178,165
Mutual funds, closed-ended:				
Domestic, large-cap	2,794,158	—	—	2,794,158
Domestic, mid-cap	481,343	—	—	481,343
Domestic, small-cap	356,821	—	—	356,821
Corporate and foreign bonds	—	287,951	—	287,951
Government and agency securities	—	621,050	—	621,050
	<u>\$24,403,438</u>	<u>\$ 909,001</u>	<u>\$ —</u>	<u>\$25,312,439</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 1,568	\$ —	\$ —	\$ 1,568
Marketable equity securities:				
Large-cap	96,378	—	—	96,378
Mutual funds:				
Domestic, fixed income	—	32,651	—	32,651
	<u>\$ 97,946</u>	<u>\$ 32,651</u>	<u>\$ —</u>	<u>\$ 130,597</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 995,184</u>	<u>\$ 995,184</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2021</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 242,131	\$ —	\$ —	\$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	—	—	1,598,724
International	640,743	—	—	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	—	—	12,415,237
Intermediate-term bond fund	3,051,709	—	—	3,051,709
High yield bond fund	86,611	—	—	86,611
Foreign bond	22,597	—	—	22,597
Government securities	165,842	—	—	165,842
Emerging markets bond	215,384	—	—	215,384
International equities	1,559,537	—	—	1,559,537
Domestic, large-cap	1,549,560	—	—	1,549,560
Domestic, small-cap	61,390	—	—	61,390
Domestic, multi alt	819,941	—	—	819,941
Real estate fund	220,075	—	—	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	—	—	4,164,781
Domestic, mid-cap	465,969	—	—	465,969
Domestic, small-cap	686,244	—	—	686,244
Corporate and foreign bonds	—	397,883	—	397,883
Government and agency securities	—	564,183	—	564,183
	<u>\$27,966,475</u>	<u>\$ 962,066</u>	<u>\$ —</u>	<u>\$28,928,541</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 2,240	\$ —	\$ —	\$ 2,240
Marketable equity securities:				
Large-cap	88,345	—	—	88,345
Mutual funds:				
Domestic, fixed income	—	28,734	—	28,734
	<u>\$ 90,585</u>	<u>\$ 28,734</u>	<u>\$ —</u>	<u>\$ 119,319</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,238,251</u>	<u>\$ 2,238,251</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2022 and 2021:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2020	\$ (2,897,074)
Change in fair value	<u>658,823</u>
Ending balance, August 31, 2021	(2,238,251)
Change in fair value	<u>1,243,067</u>
Ending balance, August 31, 2022	\$ <u>(995,184)</u>

15. Acquisition of The Way Home

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:	
Cash and cash equivalents	\$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	<u>1,307,228</u>
Total assets	2,190,586
Liabilities:	
Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	<u>(1,096,214)</u>
Total liabilities	<u>(1,488,014)</u>
Contribution of net assets from acquisition	\$ <u>702,572</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

16. Champlin Place Limited Partnership

Champlin Place Limited Partnership (the Partnership) was formed in June 2022 as a limited partnership under the laws of the State of New Hampshire. The Partnership’s purpose is to acquire, own, develop, construct and/or rehabilitate, lease, manage, and operate an apartment complex to be constructed and located at 215 Rochester Hill Road, Rochester, New Hampshire, comprised of 65 residential apartments benefiting low to moderate-income households (the Project). The Partnership’s equity was contributed by its General Partner, Champlin Place, Inc., of which Easter Seals NH is the sole owner, and Housing New England Fund IV, a limited partner and unrelated party. The Partnership agreement provides for the allocation of profits and losses to the partners, proportionate to the equity contributed, as follows:

General Partner, Champlin Place, Inc. (wholly-owned by Easter Seals NH)	0.01%
Limited Partner, Housing New England Fund IV (an unrelated party)	99.99%

Capital Contributions

Easter Seals NH, as the sole owner of the General Partner, Champlin Place, Inc., has made its required capital contribution of \$1,742 as of August 31, 2022, which is recorded as investment in related entity in the accompanying 2022 consolidated statement of financial position. Champlin Place, Inc. is obligated to make additional capital contributions in the amount of \$155,078, which amounts are expected to be funded in October 2023.

Deferred Developer Fee

On June 30, 2022, Easter Seals NH entered into a Development Services Agreement for the Project, in which Easter Seals NH will earn up to \$2,272,940 as a development fee for its services in connection with the construction and development of the Project. Under the Development Services Agreement, \$250,000 was earned and recognized as other revenue by Easter Seals NH in the 2022 consolidated statement of activities and changes in net assets. The balance of the development fee will be earned on the date that the construction and development of the Project is substantially complete, and all dwelling units have been completed and are placed in service, with all balances to be paid prior to December 31, 2036.

Ground Lease

On June 30, 2022, Easter Seals NH entered into a ground lease with the Partnership for the land located at 215 Rochester Hill Road, Rochester, New Hampshire, with terms of 98 years from the date of execution. The Partnership will be required to pay Easter Seals NH base rent of \$37,004 per annum, commencing on January 1, 2023, and continuing on each one-year anniversary date of the lease, payable from available cash flow, as defined in the agreement. If available cash flow is insufficient to pay the full amount of the base rent for any year, the unpaid portion will accrue interest at 3.43% per annum and be payable on a cumulative basis in the first year in which there is sufficient available cash flow or capital proceeds.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

16. Champlin Place Limited Partnership (Continued)*Community Development Block Grant Loan and Agreements*

In 2022, the City of Rochester, New Hampshire was awarded a Community Development Block Grant by the Community Development Finance Authority. In turn, the City of Rochester, New Hampshire has granted a conditional grant of \$975,000 to Easter Seals NH, which in turn will loan the funds to the Partnership to pay for site work improvements and certain construction costs of the Project through a leasehold mortgage that was executed on June 30, 2022 between Easter Seals NH and the Partnership. The loan accrues no interest, and is payable to Easter Seals NH in one lump sum 30 years from the date of the note (July 2052). In the event of default of this condition, Easter Seals NH has the right to recover all of the CDBG funds expended on the Project on behalf of the New Hampshire Community Development Loan Fund. The amount of CDBG funds subject to recovery may decrease over the twenty-year period at a rate negotiated between the City of Rochester and Easter Seals NH and approved by the Community Development Finance Authority. Also as defined in the leasehold mortgage, if the Partnership performs its obligations as defined in the agreement, then repayment of the leasehold mortgage will become void, therefore requiring no repayment by the Partnership to Easter Seals NH. Because of that provision, in 2023 Easter Seals NH will recognize offsetting assets and liabilities related to the \$975,000 in funding received from the City of Rochester, New Hampshire and subsequent loan to the Partnership when cash flow associated with the grant and leasehold mortgage is expected.

Sponsor Loan and Terms

On June 30, 2022, in order to provide additional funding to the Partnership for upcoming site work and construction costs, Easter Seals NH entered into a \$563,607 loan agreement with the Partnership. This loan bears interest at the rate of 0% and, at August 31, 2022, no amounts had been drawn on the loan by the Partnership. If not paid earlier, all outstanding principal and interest accrued must be repaid to Easter Seals NH on June 30, 2052. Payments of principal and interest are to be made to the extent of available cash flow, as defined in the agreement. If repayment is not made within thirty days of the maturity date, or if any payment due is not paid within thirty days of the due date, then interest will be payable on any unpaid sum at the rate of 12% per annum, compounded annually, until such amount is paid, or another means of payment is arranged.

Reimbursement Agreements

On June 30, 2022, Easter Seals NH entered into a Reimbursement Agreement with the Partnership to reimburse Easter Seals NH for all predevelopment expenses incurred by the Project that were paid by Easter Seals NH. The Partnership acknowledged and agreed that the Partnership is solely responsible to pay all project expenses not later than the date of the closing of the Partnership's construction loan for the Project, which was July 13, 2022. As of August 31, 2022, Easter Seals NH was owed \$394,316 by the Partnership, which amount is recorded within accounts receivable from related entity in the accompanying 2022 consolidated statement of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

16. Champlin Place Limited Partnership (Continued)

Further, Easter Seals NH will be paid certain amounts under a Partnership Administration Agreement, dated as of June 30, 2022 between Easter Seals NH and the Partnership, whereby Easter Seals NH will provide various administrative services in exchange for fees of \$4,875 per year beginning in 2023, increasing 3% annually beginning January 1, 2024.

Right of Refusal and Option Agreement

Through a Right of Refusal and Option Agreement dated June 30, 2022, the Partnership granted to Easter Seals NH certain rights of first refusal and options to purchase the Project, which, if elected, would include the 99.99% interest in the Project held by Housing New England Fund IV. As a result, Easter Seals NH has been granted an irrevocable, successive, and exclusive right of refusal to purchase the Project. Such right is exercisable for a period of 24-months beginning upon expiration of an initial 15-year compliance period, and continuing until the Partnership otherwise sells the Project.

Through a Right of Refusal and Opinion Agreement dated June 30, 2022, Housing New England Fund IV has the option to give written notice to Champlin Place, Inc. at any time following the end of the Credit Period, as defined, to require Champlin Place, Inc. to purchase the interest of Housing New England Fund IV for a price equal to the sum of: (i) \$100, (ii) the amount of any federal, state or local tax liability required to be paid (including, without limitation, any real estate transfer or franchise taxes), (iii) any costs incurred by Housing New England Fund IV in connection with the transfer of its interest, and (iv) all amounts then due and owing to Housing New England Fund IV or its affiliates under the agreement. Upon receipt of such written notice of the put option, Champlin Place, Inc. shall purchase such interest and make all payments required within 30 days. At the date of these consolidated financial statements, the put option was not eligible to be exercised by Housing New England Fund IV, and it is expected that the Credit Period will extend through December 31, 2034.

Guaranty Agreement

On June 30, 2022, Easter Seals NH unconditionally guaranteed due payment, performance, and fulfillment of certain obligations of the Partnership and Housing New England Fund IV. Easter Seals NH's liability is generally limited and shall not exceed \$402,000 in the aggregate, and the guaranty terminates upon the later of the 60th month anniversary of the stabilization date, as defined, and the date that the Partnership has achieved stabilized occupancy for five consecutive calendar years. However, should an operating deficit arise before the latest of permanent mortgage commencement or cost certification, as defined in the agreement, or the date the Project achieves 100% occupancy, then Easter Seals NH's obligation to advance funds to pay operating deficits shall be unlimited. At the date of these consolidated financial statements, no events or conditions have occurred that would trigger Easter Seals NH's performance under the guaranty agreement.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2022

ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,819,630	\$ 520	\$ 17,611	\$ -	\$ -	\$14,837,761
Restricted cash	79,819	-	-	-	-	79,819
Short-term investments, at fair value	10,055,639	-	-	-	-	10,055,639
Accounts receivable from affiliates	-	9,187,000	573,894	-	(9,760,894)	-
Accounts receivable from related entity	394,316	-	-	-	-	394,316
Program and other accounts receivable	8,063,145	941,833	743,663	-	-	9,748,641
Contributions receivable, net	171,994	259	-	-	-	172,253
Prepaid expenses and other current assets	<u>892,299</u>	<u>2,070</u>	<u>13,540</u>	<u>-</u>	<u>-</u>	<u>907,909</u>
Total current assets	34,476,842	10,131,682	1,348,708	-	(9,760,894)	36,196,338
Assets limited as to use	1,834,925	2,520	-	-	-	1,837,445
Investments, at fair value	12,622,311	797,044	-	-	-	13,419,355
Investment in related entity	1,742	-	-	-	-	1,742
Other assets	349,154	-	-	-	-	349,154
Fixed assets, net	<u>18,914,210</u>	<u>8,214,080</u>	<u>87,953</u>	<u>-</u>	<u>-</u>	<u>27,216,243</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ -</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,538,018	\$ —	\$ —	—	\$ —	\$ 2,538,018
Accrued expenses	6,381,470	69,089	—	—	—	6,450,559
Accounts payable to affiliates	9,760,894	—	—	—	(9,760,894)	—
Deferred revenue	4,055,463	527,793	15,389	—	—	4,598,645
Current portion of interest rate swap agreement	579,174	—	—	—	—	579,174
Current portion of long-term debt	<u>901,994</u>	<u>114,968</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,016,962</u>
Total current liabilities	24,217,013	711,850	15,389	—	(9,760,894)	15,183,358
Other liabilities	2,127,802	2,520	—	—	—	2,130,322
Interest rate swap agreement, less current portion	416,010	—	—	—	—	416,010
Long-term debt, less current portion, net	<u>11,817,107</u>	<u>6,043,899</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>17,861,006</u>
Total liabilities	38,577,932	6,758,269	15,389	—	(9,760,894)	35,590,696
Net assets:						
Without donor restrictions	24,296,543	11,786,295	1,368,028	—	—	37,450,866
With donor restrictions	<u>5,324,709</u>	<u>600,762</u>	<u>53,244</u>	<u>—</u>	<u>—</u>	<u>5,978,715</u>
Total net assets	<u>29,621,252</u>	<u>12,387,057</u>	<u>1,421,272</u>	<u>—</u>	<u>—</u>	<u>43,429,581</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ —</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,362,485	\$ 680	\$ 21,041	\$ 4,807	\$ —	\$14,389,013
Restricted cash	82,461	—	—	—	—	82,461
Short-term investments, at fair value	10,681,421	—	—	—	—	10,681,421
Accounts receivable from affiliates	—	8,293,852	564,017	—	(8,857,869)	—
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	—	8,593,338
Contributions receivable, net	219,930	2,749	2,186	—	—	224,865
Prepaid expenses and other current assets	<u>600,915</u>	<u>12,252</u>	<u>12,684</u>	<u>7,851</u>	<u>—</u>	<u>633,702</u>
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	—	—	—	—	2,357,939
Investments, at fair value	14,916,185	962,256	—	10,740	—	15,889,181
Other assets	378,877	—	—	—	—	378,877
Fixed assets, net	<u>19,285,292</u>	<u>10,536,119</u>	<u>74,328</u>	<u>4,062</u>	<u>—</u>	<u>29,899,801</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,311,091	\$ 35	\$ 553	\$ 872	\$ -	\$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	-	6,895,135
Accounts payable to affiliates	4,872,222	-	-	3,985,647	(8,857,869)	-
Deferred revenue	990,620	851,279	5,792	14,892	-	1,862,583
Current portion of interest rate swap agreement	387,067	-	-	-	-	387,067
Current portion of long-term debt	<u>1,030,748</u>	<u>192,166</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,222,914</u>
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	-	-	-	-	2,682,812
Interest rate swap agreement, less current portion	1,851,184	-	-	-	-	1,851,184
Long-term debt, less current portion, net	<u>22,615,261</u>	<u>6,156,110</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>28,771,371</u>
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	-	31,026,464
With donor restrictions	<u>5,418,321</u>	<u>610,362</u>	<u>86,109</u>	<u>3,725</u>	<u>-</u>	<u>6,118,517</u>
Total net assets (deficit)	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>-</u>	<u>37,144,981</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,014,261	\$ 87,404	\$ 28,492	\$ 3,570	\$ —	\$ 1,133,727
Special events, net	1,951,633	29,142	(327)	(5,129)	—	1,975,319
Annual campaigns, net	242,613	1,555	4,404	454	—	249,026
Bequests	<u>4,160</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,160</u>
Total public support	3,212,667	118,101	32,569	(1,105)	—	3,362,232
Revenue:						
Fees and tuition	49,164,160	5,951,665	6,796,612	65,805	(63,622)	61,914,620
Grants	27,738,493	3,175,912	571,852	143,893	—	31,630,150
Gain on extinguishment of debt	5,531,044	3,595,084	51,164	72,708	—	9,250,000
Dividend and interest income	814,161	32,880	—	116	—	847,157
Rental income	31,762	—	—	—	—	31,762
Intercompany revenue	1,860,214	—	—	—	(1,860,214)	—
Other	<u>391,445</u>	<u>390</u>	<u>2,817</u>	<u>—</u>	<u>—</u>	<u>394,652</u>
Total revenue	<u>85,531,279</u>	<u>12,755,931</u>	<u>7,422,445</u>	<u>282,522</u>	<u>(1,923,836)</u>	<u>104,068,341</u>
Total public support and revenue	88,743,946	12,874,032	7,455,014	281,417	(1,923,836)	107,430,573
Operating expenses:						
Program services:						
Public health education	26,267	—	—	—	—	26,267
Professional education	160,997	—	—	—	—	160,997
Direct services	<u>67,751,508</u>	<u>10,563,928</u>	<u>6,752,825</u>	<u>264,512</u>	<u>(85,132)</u>	<u>85,247,641</u>
Total program services	67,938,772	10,563,928	6,752,825	264,512	(85,132)	85,434,905

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,484,776	\$ 1,105,551	\$ 710,875	\$ 30,713	\$(1,838,704)	\$ 9,493,211
Fundraising	<u>2,053,912</u>	<u>24,250</u>	<u>51,860</u>	<u>24,577</u>	<u>—</u>	<u>2,154,599</u>
Total supporting services	<u>11,538,688</u>	<u>1,129,801</u>	<u>762,735</u>	<u>55,290</u>	<u>(1,838,704)</u>	<u>11,647,810</u>
Total functional expenses	79,477,460	11,693,727	7,515,560	319,802	(1,923,836)	97,082,715
Support of National programs	<u>130,276</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>130,276</u>
Total operating expenses	<u>79,607,736</u>	<u>11,693,729</u>	<u>7,515,560</u>	<u>319,802</u>	<u>(1,923,836)</u>	<u>97,212,991</u>
Increase (decrease) in net assets from operations	9,136,210	1,180,303	(60,546)	(38,385)	—	10,217,582
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	1,243,067	—	—	—	—	1,243,067
Net unrealized and realized losses on investments, net	(3,081,646)	(163,551)	—	(1,035)	—	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	11,278	—	—	—	—	11,278
Loss on sales, disposal and impairment of fixed assets	<u>(55,771)</u>	<u>(1,881,569)</u>	<u>(2,604)</u>	<u>(1,151)</u>	<u>—</u>	<u>(1,941,095)</u>
	<u>(1,883,072)</u>	<u>(2,045,120)</u>	<u>(2,604)</u>	<u>(2,186)</u>	<u>—</u>	<u>(3,932,982)</u>
Total increase (decrease) in net assets before effects of dissolution of affiliate	7,253,138	(864,817)	(63,150)	(40,571)	—	6,284,600
Dissolution of an affiliate	<u>(3,934,851)</u>	<u>—</u>	<u>(2,861)</u>	<u>3,937,712</u>	<u>—</u>	<u>—</u>
Total increase (decrease) in net assets	3,318,287	(864,817)	(66,011)	3,897,141	—	6,284,600
Net assets (deficit) at beginning of year	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>—</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$29,621,252</u>	<u>\$12,387,057</u>	<u>\$1,421,272</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$43,429,581</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 876,642	\$ 55,736	\$ 47,117	\$ 81,165	\$ —	\$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	—	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	—	456,289
Bequests	<u>4,091</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,091</u>
Total public support	2,534,078	102,337	150,881	113,720	—	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	—	33,096,374
Dividend and interest income	607,365	26,794	1	240	—	634,400
Rental income	29,775	—	—	—	—	29,775
Intercompany revenue	2,171,005	—	—	—	(2,171,005)	—
Other	<u>538,083</u>	<u>—</u>	<u>11,412</u>	<u>51</u>	<u>—</u>	<u>549,546</u>
Total revenue	<u>74,882,339</u>	<u>13,009,153</u>	<u>7,783,691</u>	<u>897,549</u>	<u>(2,241,876)</u>	<u>94,330,856</u>
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	—	1,212	1,211	—	42,458
Professional education	3,192	—	—	—	—	3,192
Direct services	<u>62,168,239</u>	<u>12,591,072</u>	<u>7,058,225</u>	<u>861,379</u>	<u>(82,939)</u>	<u>82,595,976</u>
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,414,586	\$ 1,330,879	\$ 755,146	\$ 85,846	\$ (2,158,937)	\$ 9,427,520
Fundraising	<u>1,084,072</u>	<u>18,207</u>	<u>73,153</u>	<u>74,124</u>	<u>—</u>	<u>1,249,556</u>
Total supporting services	<u>10,498,658</u>	<u>1,349,086</u>	<u>828,299</u>	<u>159,970</u>	<u>(2,158,937)</u>	<u>10,677,076</u>
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	<u>105,185</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>105,185</u>
Total operating expenses	<u>72,815,309</u>	<u>13,940,158</u>	<u>7,887,736</u>	<u>1,022,560</u>	<u>(2,241,876)</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	—	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	—	—	—	—	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	—	1,964	—	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	—	—	—	—	(696)
Loss on sales and disposals of fixed assets	(35,216)	(5,742)	—	—	—	(40,958)
Contribution of net assets from acquisition	<u>702,572</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>702,572</u>
	<u>3,245,433</u>	<u>104,894</u>	<u>—</u>	<u>1,964</u>	<u>—</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	—	7,160,276
Net assets (deficit) at beginning of year	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>—</u>	<u>29,984,705</u>
Net assets (deficit) at end of year	<u>\$26,302,965</u>	<u>\$13,251,874</u>	<u>\$1,487,283</u>	<u>\$(3,897,141)</u>	<u>\$—</u>	<u>\$37,144,981</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$59,016,148	\$ 7,909,493	\$6,054,385	\$ 164,839	\$ —	\$73,144,865
Professional fees	9,956,300	1,828,032	772,153	47,970	(1,838,704)	10,765,751
Supplies	1,402,773	435,168	29,343	507	—	1,867,791
Telephone	555,548	95,972	74,650	6,333	—	732,503
Postage and shipping	44,949	1,615	14,919	—	—	61,483
Occupancy	2,055,257	522,398	293,049	14,515	—	2,885,219
Outside printing, artwork and media	47,301	—	399	—	—	47,700
Travel	1,419,777	35,458	143,244	2,657	(46,054)	1,555,082
Conventions and meetings	116,866	44,568	3,625	15	—	165,074
Specific assistance to individuals	1,681,563	12,718	50,891	80,759	(39,078)	1,786,853
Dues and subscriptions	31,475	(2,275)	135	—	—	29,335
Minor equipment purchases and equipment rentals	228,853	18,230	3,334	1,255	—	251,672
Ads, fees and miscellaneous	885,403	78,016	41,875	104	—	1,005,398
Interest	562,621	217,532	—	—	—	780,153
Depreciation and amortization	<u>1,472,626</u>	<u>496,804</u>	<u>33,558</u>	<u>848</u>	<u>—</u>	<u>2,003,836</u>
	<u>\$79,477,460</u>	<u>\$11,693,729</u>	<u>\$7,515,560</u>	<u>\$ 319,802</u>	<u>\$(1,923,836)</u>	<u>\$97,082,715</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$54,463,022	\$ 9,581,703	\$6,411,920	\$ 646,210	\$ —	\$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	—	2,160,860
Telephone	513,556	96,374	77,986	11,901	—	699,817
Postage and shipping	44,122	1,252	6,284	1,026	—	52,684
Occupancy	1,865,409	591,596	303,110	37,907	—	2,798,022
Outside printing, artwork and media	15,847	—	3,648	1,504	—	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	—	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	—	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	—	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	—	388,306
Interest	685,065	223,934	—	—	—	908,999
Depreciation and amortization	<u>1,445,675</u>	<u>505,099</u>	<u>39,889</u>	<u>2,231</u>	<u>—</u>	<u>1,992,894</u>
	<u>\$72,710,124</u>	<u>\$13,940,158</u>	<u>\$7,887,736</u>	<u>\$1,022,560</u>	<u>\$ (2,241,876)</u>	<u>\$93,318,702</u>



NH, VT & Farnum

Chairman

Andrew MacWilliam

Past Chairman

Matthew Boucher

Vice Chairman

Thomas Sullivan

Chairman Elect & Treasurer

Bryan Bouchard

Assistant Treasurer

Paul Voegelin

Secretary

Mary Flowers

General Counsel & Assistant Secretary

Bradford Cook (non-voting)

2023 Board of Directors

Trevor Arp

Gregory Baxter, MD

Rick Courtemanche

Eddie Edwards

Ryan Fox

Charles Goodwin

Elizabeth Hitchcock

William Lambrukos

Lucy Lange

Susan Martore-Baker

Tracey Pelton

Richard Rawlings

Linda Roth

Nathan Saller

Sanjeev Srinivasan

Tim Wade

Rob Wiczorek

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building

Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991–2019 Families in Transition

January 2018–2019

President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018

Receiver of Serenity Place Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017

President & Founder Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact



Community Service

- NH Charitable Foundation – Member, Board of Directors, Current
- NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors, 2015
- Leadership New Hampshire, 2010
- Housing Action New Hampshire – Past Council Member, 2009
- Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009

Awards and Honors

- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
- Southern New Hampshire University, Loeffler Award, 2018
- University of New Hampshire, Granite State Award, 2018
- Business NH Magazine's Nonprofit of the Year, 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs, one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's, Outstanding Women in Business, 2011
- Key to The City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers, Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfee Award for Excellence in Management, Organizational Award, 2004
- NH Commission on the Status of Women – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority, Best Practices in Housing Development, 2003

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 -- March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice. University of New Hampshire, 2021

References

Available Upon Request

Tina M. Sharby, PHR



Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

**Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions**

**Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration**

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

**Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

Claire H. Gagnon, CPA



Experience

Easterseals New Hampshire

Manchester, NH

Senior Vice President/Controller

June 2007 – Current

- Supervise Senior level Accounting and Payroll staff and departments.
- Manage all accounting functions while ensuring the practice of net asset accounting in a multi-corporate multi-state growing environment.
- Serve as a member of the Senior Management team and participate in strategic planning for the organization.
- Serve as the management liaison to the board and audit committees, assisting the CFO as needed; effectively communicate and present critical financial matters at select board of trustees and committee meetings.
- Establish systems to ensure compliance with the requirements of: GAAP, Circular A-133, Federal and State agencies.
- Oversee preparation of all internal financial reporting to ensure accuracy, timeliness, and relevance.
- Oversee budget planning process, projections and variance analysis.
- Ensure the preparation of all required external reports for all entities ie; IRS form 990's.
- Oversee grants reporting functions.
- Oversee internal controls to include checks and balances, system testing, and procedure documentation and compliance with GAAP and other applicable standards.
- Oversee cash management system to include daily short-term investing and borrowing and cash flow forecasts.
- Perform financial analysis to include assessments for new projects and program initiatives.
- Explore and implement best practices and bench marking tools for related business functions.

ShootingStar Broadcasting of NE, LLC

Derry, NH

Director of Finance

September 2005 – February 2007

- Manage monthly financial statements and General Ledger Closing process. Includes reporting to outside sources; i.e., lenders and investors.
- Manage accounting staff and all aspects of accounting and business office.
- Prepare and/or review cash activity reports used in cash management on a weekly basis.
- Prepare departmental budgets and forecasts. Revise forecasts quarterly to monitor station's financial position.
- Manage Human Resource function for up to 60 employees, including managing union contractual obligations.
- Supervise credit and collection procedures for accounts receivable.
- Manage insurance and other vendor-related issues. Successfully replaced both employee benefits provider as well as 401(k) administrators.
- Manage FCC compliance requirements.
- Manage barter activity and activity reporting.

Claire H. Gagnon, CPA

Page 2

Daniel Webster Council, Boy Scouts of America, Inc.

Manchester, NH

Controller

1997 – September 2005

- Produce all monthly financial reports and monitor Council's financial position.
- Plan, develop and monitor the annual budget.
- Prepare all financial schedules for annual audit and assist with necessary tax filings.
- Participate and advise on the Investment Committee of the Council as well as prepare reports on a quarterly basis summarizing the activity in the \$13M endowment.
- Member of Management Team which is responsible for the administration of policies and procedures of the corporation.
- Prepare all payroll returns and year-end reports.
- Manage accounting staff and oversee accounts payables and receivables.
- Administer benefit programs including but not limited to 403(b) and insurance programs for over 40 employees.
- Serve Council in other capacities on various committees with business leaders in the community.

Lynne M. Hudson, PC

Andover, MA

Manager

1994 – 1997

- Supervise Audit, Reviews and Compilations.
- Prepare and review corporate, personal, fiduciary and payroll tax returns.
- Perform year-end inventory audits on Manufacturing companies.
- Serve as liaison for audits between IRS and Business, as well as personal clients.
- Perform year-end tax projections, tax planning and Management Advisory Services.
- Hire, train, Staff Development and Performance reviews.

Creelman & Smith

Boston, MA

Senior Accountant

1992 – 1994

- Preparation of Corporate, Personal and Non-Profit tax returns.

Smith Batchelder & Rugg

Manchester, NH

Senior Accountant

1988 - 1992

- Preparation of Corporate, Personal and Non-Profit tax returns.
- Staff auditor for various companies including financial, service and manufacturing industries.

Volunteer

Board Treasurer, New Hampshire Legal Assistance

Member 100 Women Who Care

Tax Preparer AARP

Graduate Leadership Greater Manchester 2019

2014-2018

Education

Plymouth State College, B.S. Accounting, May 1987

CPA Certified 1991

Granite State College, Leadership Academy, September 2015

CATHY KUHN, PHD

STRATEGIST | COMMUNITY RELATIONS | NONPROFIT MANAGEMENT

Agile, innovative leader with a proven record of accomplishments, creating long-standing trust and respect from executives, staff, key stakeholders, and media. Results-oriented professional with a natural ability to motivate others to achieve desired outcomes. Knowledgeable and articulate advocate with a proven track record of results

Signature Achievements & Competencies

- Doubled budget of the Metropolitan Housing Coalition in one year with private foundation grants and contracts.
- Managed over \$4 million in local, federal and state funding sources at Families in Transition. Secured over \$400,000 in private foundation grants in 2019, over \$500,000 in private foundation grants in 2018, as well as a new federal grant for \$1.5 million over five years.
- Provided strategic direction for all agency activities including Emergency Shelter and Housing Services, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Served as subject matter expert on the issue of homelessness across the state of New Hampshire. Currently serve as subject matter expert for TV, radio and print media on a range of issues related to safe and affordable housing in Louisville, KY.
- Develop and foster strong relationships with city, state, federal and corporate partners.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed by Governor Hassan and Governor Sununu.

PROFESSIONAL HIGHLIGHTS

EXECUTIVE DIRECTOR

Metropolitan Housing Coalition Louisville, KY | October 2020 - Present

- Responsible for all aspects of agency operations including board development and engagement, financial management and forecasting; fundraising; strategic planning; communications and marketing; outcomes and evaluation.
- Leader in advocacy regarding all aspects of affordable housing including fair housing; vacant and abandoned properties; land development code reform; utility insecurity.
- Led successful application for national affordable housing learning collaborative. Louisville was 1 in 8 cities selected for participation in the Housing Solutions Collaborative in partnership with over 10 local organizations.
- Received \$120,000 research grant to investigate interventions to reduce the high rate of evictions in Louisville.
- Serve as local expert on issues related to affordable housing, participating on dozens of local housing committees and panels, as well as key spokesperson for TV, print, and radio media.

CATHY KUHN, PhD

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PROFESSIONAL HIGHLIGHTS - CONTINUED

HOUSING DEVELOPMENT CONSULTANT

Easter Seals NH, VT and ME | January-July 2021

- Provide consultation to Easter Seals NH on acquisition of new permanent supportive housing projects for people experiencing homeless in New Hampshire.
- Provide assistance to Easter Seals NH on the development of new affordable housing in Northern New England.
- Provide consultation to Easter Seals NH on Property Management processes and funding compliance.

PROFESSIONAL HIGHLIGHTS - CONTINUED

CHIEF STRATEGY OFFICER/INTERIM TEAM EXECUTIVE DIRECTOR

Families in Transition Manchester, NH | Oct 2019-June 2020

VP, Research and Training (2009-2019) Director, Housing Development (2007-2008)

- Appointed Interim Team Leader after departure of agency founder in October 2019. Assigned supervisory responsibilities for staff and departments formerly supervised by the former President including Property Maintenance and Housing Development, Resource Development, and Marketing and Communications.
- Led the agency through the COVID-19 pandemic, successfully and immediately standing up the city's only decompression and quarantine site for people experiencing homelessness. Ensured a safe working environment for all staff and a safe living environment for over 500+ people per night.
- Core member of senior management team providing strategic direction and operational management for organization with \$13M budget and 200+ staff, operating programs in four cities and towns in New Hampshire.
- Provided strategic direction for Emergency Shelter and Housing Intake, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Acted as agency spokesperson.
- Led fundraising, construction and programmatic development of new emergency shelters and permanent supportive housing programs across New Hampshire.
- Acted as the direct supervision to 11 staff at all levels ranging from senior management, mid-management, frontline, administration and 1 VISTA (Volunteer in Service to America).
- Provided strategic guidance in the merger of the organization with another large nonprofit and provided oversight for the rebranding process.
- Successfully started Housing Benefits, an independent Community Housing Development Organization (CHDO) and ensured compliance with 501c3 and CHDO requirements.
- Managed the maintenance and administration of existing and new housing projects.
- Led agency evaluation efforts on existing programs and services to ensure fidelity with evidence-based models.
- Led high quality training and educational forums for both staff and citizens on existing research regarding homelessness and the provision of evidence based practices.

CATHY KUHN, PhD

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PROFESSIONAL HIGHLIGHTS - CONTINUED

DIRECTOR

New Hampshire Coalition to End Homelessness | 2012-2020

- Established, developed and managed agency Board of Directors.
- Led statewide advocacy activities in the response to COVID-19 highlighting the need for shelter decompression, isolation and quarantine locations, testing, and PPEs for staff and people experiencing homelessness in NH.
- Served as subject matter expert on the issue of homelessness across the state.
- Developed and authored annual report on the State of Homelessness in New Hampshire.
- Management of all programmatic and financial affairs of the agency including strategic planning and implementation of new programming.
- Created and implemented the Granite Leaders Program, a six month leadership training program for people with histories of homelessness interested in leadership opportunities in their communities.
- Provided trainings on trauma informed services and other best practices in service provision for people experiencing homelessness.
- Researched and authored Community Analyses of Housing and Homelessness, Wakefield, NH. 2018
- Developed and implemented marketing strategies and public awareness activities.
- Identified and led statewide collaborations and innovations in homeless services, including the establishment of the NH Homeless Advocate Leader Collaborative.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed under Governor Hassan and Governor Sununu.
- Led state and local advocacy efforts including public testimony at legislative hearings.
- Founded Research Program Facilitating Research on Homelessness with faculty and students in institutions of higher learning across NH.

PROFESSIONAL HIGHLIGHTS - CONTINUED

ADJUNCT PROFESSOR

**St Anselm College, Southern New Hampshire University, New Hampshire Technical Institute
Manchester and Concord, NH | 2006 – Present**

- Courses taught include: Social and Professional Issues in Human Services; Introduction to Sociology; Poverty and Social Welfare Policy; Sociology of Gender; Social Stratification; Race and Ethnicity; Family and Society.
- Consistently receive high evaluations from students of all backgrounds and abilities.

Additional Achievements, Education & Board Service, Continued Page 3

PROFESSIONAL HIGHLIGHTS - CONTINUED

**UNITED STATES PEACE CORPS VOLUNTEER
PANAMA | 1997-1999**

- Environmental Education Instructor, Grades K-5.

CATHY KUHN, PHD

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EDUCATION & PROFESSIONAL DEVELOPMENT

Ph.D. Sociology/Urban Studies, July 2006

Michigan State University

Master of Science, Resource Development/Urban Studies, May 2001

Michigan State University

Bachelor of Science, *cum laude*, Environmental Studies, May 1995

Rollins College, Winter Park, FL

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS

Co-Author of Chapter in Forthcoming Book. Oxford University Press comprehensive, interdisciplinary volume on hope. "Hope and Homelessness." with Therese Seibert, PhD | May 2021-Present.

Awardee, 2020 Home Matters in NH Award for Affordable Housing and Ending Homelessness Advocacy in NH. |
December 16, 2020.

Chair, NH Governor's Interagency Council on Homelessness | 2016 – August 2020.

Vice Chair, Manchester Continuum of Care | 2017-August 2020.

Governing Council Member, Housing Action New Hampshire | 2016– August 2020.

Member, Housing and Community Development Planning Committee | 2018-August 2020.
New Hampshire Housing and Finance Authority

Board Member, Concord Coalition to End Homelessness | 2014-2016

Graduate, Leadership New Hampshire | Class of 2019

Awardee, NH Union Leader 40 Under Forty | Class of 2012

Recognizing young leaders making a difference in the state.

Interviewee, Movers & Shakers iHeartRADIO Show | June 2020

A series of interviews of leaders from all over the country

Guest on NHPR's The Exchange Radio Show | 2013, 2014, 2015, 2016 and 2019.

Guest on KY Radio Alliance Show | 2021

CATHY KUHN, PhD

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BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Media's *In Conversation* Radio Show | September 2021

Subject Matter Expert

Appearance in TV and print media sources including
WMUR, NH1, Union Leader, Seacoast Online, HIPPO, Manchester Ink Link,
NH Business Review, Laconia Daily Sun, Christian Science Monitor, AP, Courier Journal, Louisville Public Media, Spectrum
News, etc.de

Peter C. Hastings

C-LEVEL INFORMATION TECHNOLOGY EXECUTIVE

With 30 years of IT Experience and Track record of Success Delivering Results-Driven Technology Solutions

Career Profile

Results-driven IT Executive with expertise envisioning and leading technology-based, multi-million-dollar budget initiatives, grounded solidly on business and economic value. Proven track record management career, marked by demonstrated ability to build performance-driven teams and achieve cross-functional business objectives. A valued member of senior executive teams, contributing a seasoned road-based perspective to create practical IT strategies and implementing plans designed for maximum return at the lowest cost.

Core areas of expertise include:

➤ IT Strategy and Execution	➤ Global ERP Implementations	➤ Organization Design & Restructuring
➤ Time and Resource Optimization	➤ Process Improvement	➤ Team Building & Leadership
➤ Enterprise IT Systems	➤ Information Architecture	➤ New Product & Technology Launch
➤ Project and Program Management	➤ Corporate Mission Fulfillment	➤ Multi-Million Dollar Budget Management
➤ PMO Management	➤ Cyber Security leadership	➤ Vendor & Contract Negotiations
➤ Matrix Management	➤ Global Management	➤ Innovation leadership
➤ Merger & Acquisitions	➤ Disaster Recovery	➤ Homeland Security
➤ Private Sector	➤ Change Management	➤ Public Policy
➤ Higher Education Sector	➤ Non – Profit Sector	➤ State Government Sector

Selected value-offered Highlights

- **Making Cyber Security a critical priority;** Demonstrating that Cybersecurity needs to be a top priority of every organization through examples. Then creating policy and awareness training to ensure the security of all environments by each.
- **Driving force to standardized Software configuration Management Enterprise-Wide;** drove innovation in the State of New Hampshire by standardizing software development processes across the enterprise, utilizing a centralized software configuration management tool. Oversaw an enterprise migration from individual servers to a virtual enterprise environment containing over 300 servers saving both money and staff hours.
- **Led team to standardize a hybrid ERP implementation process for global deployment;** produced an Oracle ERP implementation methodology that utilized internal personnel instead of consultants saving the company over 20 million dollars in 6 years. This process streamlined the project schedule from 12 months to 21 weeks per manufacturing facility. This methodology was executed in 24 countries over 24 months, resulting in the conversion of 108 manufacturing facilities to a common ERP platform.

PROFESSIONAL EXPERIENCE

Easterseals - Manchester, NH

November 2021 – Present

Chief Information Officer / Information Security Officer

Leading information technology functions of the organization, serving as an integral partner and member of the Senior Management team. Guiding Information Technology strategy to support and strengthen Easter Seals. Implementing the current information security initiatives throughout the agency while planning for changes in a defensive and offensive posture to meet future threats.

Merrimack College – No. Andover MA

July 2015 – November 2021

Associate Vice President/CIO

Part of the Senior Leadership Team to provide vision, leadership, strategic planning, increase customer service, bringing credibility to IT, drive critical change in technology to meet the mission and strategic plan of Merrimack College. To ensure that the college's technology infrastructure is being maintained, protected and provides the functional tools for the college's mission of higher education. To provide fiscal leadership in developing an IT budget based on the approved plan and responsible infrastructure goals in supporting the higher education needs of the college. Support institution initiatives such as Mobile Merrimack that supports thousands of iPads for teaching in the classrooms.

STATE OF NEW HAMPSHIRE - Concord, New Hampshire
Commissioner/CIO Department of Information Technology
Acting Commissioner/CIO Department of Information Technology
Interim Commissioner/CIO Department of Information Technology

March 2007 to August 2014
June 5, 2013, to August 2014
October 17, 2012, to June 5, 2013
April 2010 to February 2011

Reported to the Governor of the State of New Hampshire - managed the Department of Information Technology (DoIT), an agency which has a staff of over 350 and an annual budget that exceeds 60 million dollars. DoIT is responsible for all IT support for the State's 65 agencies and over 10,000 full-time employees, including cybersecurity, desktops, servers, applications, networks and providing services to the over 1.3M citizens of the State.

Director of Agency Software Division

March 2008 – June 2013

Reported to the CIO of the State of New Hampshire - managed the Agency Software Division (ASD) in 20 of the State's largest agencies overseeing the efforts of over 160 staff. Engaged Agency Commissioners and senior management in the development of tactical and strategic plans, reporting, budgets, problem resolutions, and promoted DoIT best practices, policies, standards and procedures.

Agency IT Leader (Department of Safety)

March 2007 – March 2008

Reported to the Director of the Agency Software Division - managed the IT organization responsible for the software development, production and maintenance of all software applications for the State of New Hampshire's Department of Safety. The Department of Safety encompasses the State Police, Highway Patrol, Bureau of Emergency Management and Department of Motor Vehicle.

VECTRON INTERNATIONAL CORP - Hudson, NH

July 2005 – February 2007

Director of Global IT

Reported to the CFO - responsibilities encompassed managing the \$10 million IT budget, 4 direct and 13 indirect reports providing global support for continuous operations for ERP, LAN/WAN, infrastructure, telecommunications, and end-user computing environment. □

SANMINA-SCI Corp - Salem, NH

April 1996 – January 2005

Sr. Director of Global EMS Services

January 2003 – January 2005

Managed a direct staff of 10 and was responsible for the planning, master scheduling and managing the migrating of 108 global manufacturing facilities to the Oracle 11i ERP System.

Sr. Director of Mergers & Acquisitions, Administration

November 2001 – January 2003

Managed a direct staff of 7 and was responsible for creating, developing and managing the M&A administration team while managing the IT \$35M budget.

Sr. Director of Global Applications

April 2000 – November 2001

Managed a direct staff of 25 and worked closely with other Directors to understand their business requirements and issues to translate them into technical deliverables for the application group.

Director of Americas Field IT

April 1996 – April 2000

Managed a direct staff of 30 and was responsible for supporting 65 manufacturing facilities throughout North American and for supporting all aspects regarding telecommunications and business systems in the Eastern division of the company.

Education and Credentials

Merrimack College: Master's of Science in Management - MSM

Rivier University: Awarded a BA in Individualized Studies - Summa Cum Laude

Northern Essex Community College: Awarded an Associates in Electronic Technologies - Cum Laude

Military

United States Army, Honorable Discharge

Affiliations	Interests
Sigma Iota Epsilon (SIE) National Organization of State CIOs' (NASCIO) Multi-State Information Sharing & Analysis Center (MS-ISAC) National Association of Insurance Commissioners (NAIC) State of New Hampshire Town Clerks Association	Family Chess Outdoor Activities Theater Music Building

PAMELA HAWKES

DIRECTOR OF DONOR RELATIONS

CONTACT



PERSONAL EXPERIENCE

- Board of Directors, Girls Inc.
- LGM Steering Committee
- Leadership Greater Manchester, Class of 2021

PROFILE

For the last sixteen years I have been working with nonprofits in fundraising and development programs. For thirteen of those years I was with Families in Transition (FIT) working with their mission to break the cycle of homelessness in New Hampshire. Hired as the Volunteer & In Kind Coordinator, in just 3 years I was promoted to the Donor Relations Manager. By the end of my time with the organization, I was promoted to Chief Development Officer, a member of the Executive Leadership Team. At the close of 2021, I had taken a new position with the New Hampshire Community Loan Fund as their Director of Donor Relations. The main goal of this position was to create a Major Donor Program for their organization.

In any of the positions that I have been in over the years, my role began and still to this day focuses on relationships, from onboarding volunteers and building their relationships to major donors. From connecting with community members on potential mission impacts to creating a lifelong supporter, at the end of the day, my main goal has been to show people their value and how they can make a difference in the lives of others.

Below you will find the many roles I have had in my nonprofit career thus far. From day one, I have been a key employee that has played in many leadership roles around change management, culture, moral and mergers. I have overseen 30 people in a statewide program, partnering with 20+ nonprofits at a time. I have also led a team of 8 employees, my department being one with the most longevity, which is something I am extremely proud of.

In my role as the CDO/VP of Resource Development, I oversaw our fundraising efforts, annual events, volunteer management, and marketing/communications team for the agency. I have strong experience in board development, strategic planning, volunteer management, leadership, program development, change management, and public speaking. I started my leadership experience with an annual goal of \$800,000 a year, and in 2020, raised over \$3 million in private funds with the support of my instrumental team and our solid development plan, even after pivoting due to the impact of the pandemic.

Pivoting, adapting, out of the box thinking, strategizing, forward thinking, are all things I have been doing long before the pandemic.

SKILLS

- DONOR RELATIONS EXPERT
- BOARD DEVELOPMENT
- NONPROFIT LEADERSHIP
- STRATEGIC THINKER

EXPERIENCE AT NH COMMUNITY LOAN FUND

Director of Donor Relations

2021- Present

In November of 2021 I took the position of Director of Donor Relations. It was a position that the organization created for me. The NH Community Loan Fund did not have major gifts, corporate giving or volunteer focused programs. They knew how essential these three programs were to the growth of their development and fundraising goals.

Over the last seven months, I have established the outline and foundation to these programs. I also have hired a Philanthropy Officer to help elevate the relationship building with the existing donors, as well as identifying ways to gain new donors. We have created a portfolio concept for the fundraising team, as well as established a forecasting structure in the CRM, Salesforce, to have a better plan of action to execute how to exceed our annual goals.

EXPERIENCE AT FAMILIES IN TRANSITION

Chief Development Officer/VP of Resource Dev.

2019- 2021

In January of 2019 I took the position of Vice President, Resource Development. This opportunity came when Families in Transition and New Horizons merged. The goal given to me was to create one unified development team of eight full time staff members, along with a one fundraising development plan that would have the newly defined team to meet our goal of raising \$1.75 million in private funding. This goal was an increase from the previous year's goal of \$800,000. We hit our goal in year one, then set our 2020 fundraising goal to raise \$1.85 million which we surpassed, hitting the \$3 million. This was a huge accomplishment in the midst of a huge leadership change, our Founder and President leaving, and pivoting our fundraising efforts that were very much impacted by the pandemic. It took a team to pull off what we did and I am so proud of how hard they all worked, while navigating their own transitions in their personal lives.

In addition, the agency had also invested in a new CRM software, Salesforce, which I took the project management lead on. With consultants, we created a CRM that aligned with the agency needs, as well as the needs of the newly merged fundraising department. Project managing was something I had never really done before, but found it to be a great project! A lot of work, but well worth it to see the investment and return on the investments in year two of having the software. Prior to leaving the organization in 2021, I had been promoted to Chief Development Officer.

Director of Resource Development

2016-2019

EDUCATION

Southern New Hampshire
University

Masters of Science Marketing

Southern New Hampshire
University

Bachelor's Degree Business Administration
and Management

Southern New Hampshire
University

Leadership of Nonprofit Organizations,
Graduate Certificate

NHTI, Concord

Associates, Criminal Justice

When promoted to the Director level I was tasked with creating new donor initiatives and worked closely with a Task Force that included members of our board of directors and other key stakeholders to see it through. During this time, my focus was really on systems, stewardship and cultivation efforts. Growing our volunteers into donors, and our donors into major investors. My goal was to show them the impact they had on those in their own community and know that they could be part of the solution. It was a lot of work over those three years, but well worth it as we have created relationships with our donors who have become lifelong supporters of the work we do.

Donor Relations Manager

2011-2016

When promoted to this new Management position, I had oversight of the FIT VISTA Program which had a reach across a variety of nonprofits across New Hampshire. When FIT first took over the program, we worked with 16 VISTA members and ten nonprofits. During this time, FIT was asked to take over a VISTA Program that was going to close. We saw too much value in the VISTA Program and quickly said yes to the merger. We doubled the number of members to 32, and also doubled the number of nonprofits we worked with across the state, no longer just in Manchester. My main focus was to build the moral backup of those that were displaced, but also bring the two groups together to be a unified group. It took a lot of work, we the group came together and became one of the most well respected VISTA Programs in New England.

Volunteer & In Kind Coordinator

2008-2011

Hired as the Coordinator of Volunteers & In Kind Donations, I created a structured system and process for both programs. The agency was just starting out with a volunteer program. Over the course of these three years, I worked on getting buyin from other departments to take on volunteers as resources. I also worked really hard on bringing new volunteers in and watching their relationship grow with nurture to become advocates, supporters and some staff. I also created a robust internship program for our clinical department, which is still running strong today. .

During this time we also acquired the Manchester VISTA Program from the City of Manchester. This gave me the oversight of 16 AmeriCorps VISTA Members supporting Manchester based nonprofits.

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National
Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

EASTER SEALS NEW HAMPSHIRE, INC.

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$357,000.00
Claire Gagnon	CFO	\$200,000.00
Catherine Kuhn	COO	\$205,100.00
Tina Sharby	CHRO	\$200,903.00
Peter Hastings	CIO	\$190,550.00
Pamela Hawkes	CDO	\$170,000.00
Susan Silsby	EVP	\$190,550.00

14 mac



Lori A. Shibiante
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,238.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,288,503.00	6,288,503.00	19,903,207.01

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,989,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST, CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	35
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewer Name and Title

1. Robert Roder, Administrator for DCYF

2. Richard Saretz, Administrator for DCYF

3. Shawn Bakay, Program Specialist IV, CBH

4. Paige Morgan, Youth Voice

5. Tarja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chisak Home	Portsmouth	85
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	78
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Ann's Home, Inc.	St. Ann's	85
10	Webster House	Webster	73

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DDH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanja Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal Summary Score Sheet

PROJECT TITLE	Acaducial Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP 2021-008-12-RS-30		
LEVEL OF CARE	Level 3		10/21/2021
	Provider Name	Documentation	
1	Overseas Foundation	Document Level 3 Intensive	74
2	Center Seeds	HI Boys - Intensive	83
3	Center Seeds	Language - Intensive	83
4	Center Seeds	Techy - Intensive	83
5	Center Seeds	HI Girl - Intensive	83
6	Hope for Life Ministries	Intensive	77
7	Mount Prospect Academy, Inc.	Intensive	83
8	Mount Prospect Academy, Inc.	Option A Adv. Writen	87
9	Mount Prospect Academy, Inc.	Option A Half Firm Plan	84
10	Mount Prospect Academy, Inc.	Option A PRO Plan	84
11	Mount Prospect Academy, Inc.	Option A Summ. Plan	84
12	Mount Prospect Academy, Inc.	Option C Care Transition	83
13	Mount Prospect Academy, Inc.	Option C Care Plan	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campout	89
15	Pine Haven Boys Center	Plan	71
16	Spaulding Academy & Family Services	SP	85
17	Spaulding Academy & Family Services	HEP	85
18	Spaulding Academy & Family Services	HEP	85
19	St. Anne Home, Inc.	Option A	87
20	St. Anne Home, Inc.	Level 3, Option C	87
21	Stearns School, Inc.	Intensive	83
22	Veracost Permanency Initiative, Inc.	Planning	81
23	Whitney Academy Inc.	Option A	81

Provider Name and Title

- 1 Anne Lambert, Program Specialist IV, CDH
- 2 Payton Powell, Program Specialist IV, CDH
- 3 Kathleen Tibbitt, Program Specialist IV, CDH
- 4 Jessica Kinsinger, Administrative, DCTF
- 5 Mary Leonard, Administrative, Finance
- 6 Rebecca Larson, Financial Reporting admin



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Options/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anna Home, Inc.	Option B CBAT	81
6	St. Anna Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	85
8	Youth Opportunities Upheld Inc.	Option C ICBAT	82
9	Youth Opportunities Upheld Inc.	Option G ICBAT	82
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewer Name and Title

- 1 Daryl Tenney, Program Specialist IV, CBH
- 2 Adale Dorman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tanya Godfredson, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

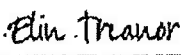
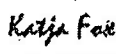
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03013	
1.5 Contractor Phone Number (603) 623-8863	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$33,670,236
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/24/2021		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by:  Date: 6/24/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/24/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials ^{DS}
Date 6/24/2021
ET

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
- 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
- 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
- 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
- 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
- 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
- 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
- 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
- 1.8. The Contractor shall ensure residential treatment services:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed and certified. Those that are not currently certified; licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3: The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1: Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
 - 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
 - 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
 - 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
 - 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
 - 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
 - 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. **Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
 - 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
 - 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services.
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers; school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

- 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
- 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
- 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
- 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
- 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date;

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Robert B. Jolicoeur Ed & Res Facility – Boys	Manchester, NH	10	N/A
	Easter Seals Lancaster	Lancaster, NH	6	N/A
	Easter Seals Zachary Road	Manchester, NH	39	N/A
	Robert B. Jolicoeur Ed & Res Facility - Krol	Manchester, NH	5	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Reserved**

2.7. **Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,

2.7.2.2. Structured and safe, therapeutic milieu environment,

2.7.2.3. Medication Monitoring and management,

2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.7.2.5. Concentrated individualized treatment

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- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight; 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

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- 2.7.3.2.2.5. Family Worker: 1:8
- 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
- 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
- 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

- 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
- 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
- 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.
- 2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

- 2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

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by their treatment team and sending school district, when applicable.

- 2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

- 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services, and appointments for the following but not limited to:
 - 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

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- 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.7.6.1.4. Recreation (clubs, sports, work).
- 2.7.6.1.5. Family and sibling visits.
- 2.7.6.1.6. Other as required by the individual's treatment plan.
- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including

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coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

- 3.2. Reserved
- 3.3. Reserved
- 3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Lancaster

3.5.1.1 The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation

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Family Therapist	1:8	None Allocated
Transportation	Not Required	None Allocated
Case Manager	1:8 or see Family Worker	See Family Worker; None Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	None Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	1:12
Psychiatrist	Availability of prescriber or psychiatry on site	None Allocated
Psychologist	Availability of prescriber or psychiatry on site	None Allocated
Medical Doctor, APRN	Not Required	Consultant
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2 Neurobehavioral needs;
- 3.5.1.2.3 Aggressive behavior;
- 3.5.1.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.5 Severe Medical Needs

3.5.2 Robert B Jolicoeur Ed & Res Facility-Boys

3.5.2.1 The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Millieu 1:3	No Variation
Direct Care 2nd shift	Millieu 1:3	No Variation

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Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:3
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Not Allocated
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	See Family Worker; Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	1:6 LPN
Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Consultant
	* Not required, indicates that a specific position/personnel was not required or as a ratio	

3.5.2.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.2.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.2.2.2 Neurobehavioral needs;
- 3.5.2.2.3 Aggressive behavior;
- 3.5.2.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.2.2.5 Highly Aggressive Behavior

3.5.3 Robert B. Jolicoeur Educational & Residential Facility- Krol House

3.5.3.1 The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below.

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Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Not Allocated
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	Not Allocated; see Family worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN 1:6
Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	None Allocated
Medical Doctor, APRN	Not Required	Consultant
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.3.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.3.2.1 Intellectual and Developmental Disability (IDD);

3.5.3.2.2 Neurobehavioral needs;

3.5.3.2.3 Aggressive behavior;

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3.5.3.2.4 Episodes Moderate Self-Injurious Behaviors;

3.5.3.2.5 Highly Aggressive Behavior

3.5.4 Zachary Road

3.5.4.1 The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	None Allocated
Transportation	Not Required	None Allocated
Case Manager	1:8 or see Family Worker	None Allocated; See family worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	None Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN (2 FTE); RN (4 FTE)
Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	None
Medical Doctor, APRN	Not Required	Consultant
APRN	Not Required	1 FTE
Dietitian	Not Required	1 FTE

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	* Not required indicates that a specific position/personnel was not required or as a ratio	
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3.5.4.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.4.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.4.2.2 Neurobehavioral needs;
- 3.5.4.2.3 Aggressive behavior;
- 3.5.4.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.4.2.5 Highly Aggressive Behavior

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties:

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

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5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints

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Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

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6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1: The Contractor shall participate in quality assurance and improvement activities with the Department and other partners

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and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.

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- 6.2.2.7.2. Programs and services provided.
- 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after).
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal

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advancement, in providing consistent, high-quality services.

- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

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6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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6/24/2021

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - Boys Program	
Residential for IEP eligible youth per day	\$455.18
Residential Non-IEP eligible youth per day	\$455.18
Program - Lancaster	
Residential for IEP eligible youth per day	\$638.23
Residential Non-IEP eligible youth per day	\$638.23
Program - RJ Krol	
Residential for IEP eligible youth per day	\$385.96
Residential Non-IEP eligible youth per day	\$385.96
Program - Zachary Roads	
Residential for IEP eligible youth per day	\$553.66
Residential Non-IEP eligible youth per day	\$553.66

- 4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.
- 4.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$33,670,236.00
 - 4.5.2. SFY 22: \$11,223,412.00
 - 4.5.3. SFY 23: \$11,223,412.00
 - 4.5.4. SFY 24: \$11,223,412.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

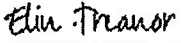
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/24/2021

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO

Vendor Initials ET
 Date 6/24/2021

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Date 6/24/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

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New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the American's with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3).1, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State by: Katja Fox
 Signature of Authorized Representative
 Katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/24/2021
 Date

Easter Seals New Hampshire, Inc
 Name of the Contractor
Elin Treanor
 Signature of Authorized Representative
 Elin Treanor
 Name of Authorized Representative
 CFO
 Title of Authorized Representative
 6/24/2021
 Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/24/2021

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1: The DUNS number for your entity is: 085573467

2. In your business or organization's preceding completed fiscal year, did your business' or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Home for Little Wanderers, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 21,164,978.01
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days.
The Contractor shall accept the individual back into the program within seven (7) calendar days.

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Section 2, Table 2.3.2., Residential Treatment Levels of Care and Number of Contracted Beds, to read:

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)	The Home Hillsborough Village Apartments	In/Near Hillsborough, Manchester, Keene, and Concord	12	N/A
Reserved				
Level of Care 2, Intermediate Treatment	The Home Keene House (Boys Group Home) abb KH	Keene, NH or near	12	N/A
Level of Care 2, Intermediate Treatment	The Home Unity House (LGBTQ + specialized program) UH	Keene, NH	8 beds	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Home Wediko School Abb. Wediko	Hillsborough, NH	28	N/A

19. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A	
Key Output and Process Data	
	DS LS

<p>The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.</p>
<p>Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis.</p> <p>This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.</p>
<p>Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis.</p> <p>This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.</p>
<p>Number of children currently placed in the program at the time of the quarterly report.</p>
<p>Percent of contracted beds currently used at the time of the quarterly report.</p>
<p>Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.</p>
<p>Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.</p>
<p>Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.</p>
<p>Number of rejected referrals over the quarter by month.</p>
<p>Number of children discharged (and the reason for discharge) over the quarter by month.</p>
<p>Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.</p>
<p>Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.</p>
<p>Number of contacts with family/caregivers per child over the quarter by month.</p>
<p>Percent of children placed outside of their school district over the quarter by month.</p>
<p>CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)</p>
<p>Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.</p>

Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

20. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

- 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
- 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
- 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
- 5.3.1.4. Additional occupancy data points requested.

21. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge, Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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22. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN

2105NH5ADM and 2305NH5ADM.

1.5. General Funds

23. Modify Exhibit C, Payment Terms, Section 2., to read:

- 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds
 - 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds
 - 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

24. Modify Exhibit C, Payment Terms, Subsection 5.1., to read:

- 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 5.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

5.1.1.

Program - Hillsborough Village Apartments	
Residential for eligible youth per day until 6/30/2023	\$129.98
Program - Keene House	
Residential for IEP eligible youth per day until 6/30/2023	\$354.29
Residential Non-IEP eligible youth per day until 6/30/2023	\$354.29
Program - Unity House	
Residential for IEP eligible youth per day until 6/30/2023	\$354.17

DS
LS

Residential Non-IEP eligible youth per day until 6/30/2023	\$354.17
Program - Home Wediko School	
Residential for IEP eligible youth per day until 6/30/2023	\$387.25
Residential Non-IEP eligible youth per day until 6/30/2023	\$387.25

Program - Hillsborough Village Apartments	
Residential for eligible youth per day effective 7/1/2023	\$205.35
Program - Keene House	
Residential for IEP eligible youth per day effective 7/1/2023	\$354.29
Residential Non-IEP eligible youth per day effective 7/1/2023	\$354.29
Program - Unity House	
Residential for IEP eligible youth per day effective 7/1/2023	\$585.39
Residential Non-IEP eligible youth per day effective 7/1/2023	\$585.39
Program - Home Wediko School	
Residential for IEP eligible youth per day effective 7/1/2023	\$443.48
Residential Non-IEP eligible youth per day effective 7/1/2023	\$443.48

25. Modify Exhibit C, Payment Terms, Subsection 5.5., to read:

- 5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 5.5.1. Sub-total: \$20,157,280.00
 - 5.5.2. SFY 22: \$6,298,503.00
 - 5.5.3. SFY 23: \$6,298,503.00
 - 5.5.4. SFY 24: \$3,780,137.00
 - 5.5.5. SFY 25: \$3,780,137.00

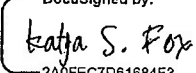
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

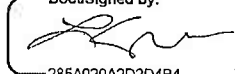
Date

DocuSigned by:

2A0EEC7D61884E3
Name: Katja S. Fox
Title: Director

The Home for Little Wanderers, Inc.

11/28/2023

Date

DocuSigned by:

285A029A2D2D4B4...
Name: Lesli Suggs
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/5/2023

Date

DocuSigned by:
Robyn Guarino

748734844041460
Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE HOME FOR LITTLE WANDERERS, INC is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on January 11, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **860045**

Certificate Number: **0006329928**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Deborah Gray hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Home for Little Wanderers
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 12, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lesli Suggs (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Home for Little Wonderers to enter into contracts or agreements with the State.
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/20/2023

Deborah Gray
Signature of Elected Officer
Name: Deborah Gray
Title: Secretary of Board

THE H ME

BETTER, BRIGHTER FUTURES FOR KIDS

The Home for Little Wanderers Mission: To help children and their families build permanent, positive change.

The Home's Values:

COMMITMENT

to vulnerable children and their families, keeping their critical needs at the center of all we do

RESPECT

for our staff, our clients and the community relationships we build together

DIVERSITY

to ensure meaningful services for children, families and communities of all races and ethnicities

INTEGRITY

as a key aspect of our work, bolstered by transparent, honest communication

TEAMWORK

within our organization and beyond, with the recognition that our clients are experts in their own lives

Financial Statements
The Home for Little Wanderers

June 30, 2022 and 2021



THE HOME FOR LITTLE WANDERERS

Financial Statements

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Mayer Hoffman McCann P.C.
500 Boylston Street ■ Boston, MA 02116
Main: 617.761.0600 ■ Fax: 617.761.0601
www.cbiz.com/newengland

Independent Auditors' Report

The Board of Directors
The Home for Little Wanderers
Boston, Massachusetts

Opinion

We have audited the financial statements of The Home for Little Wanderers (the "Home"), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Home as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Home will continue as a going concern. As discussed in Note 1 to the financial statements, the Home has suffered recurring losses from operations and was in violation of their debt covenants as of June 30, 2022. Management believes these losses were the result of the COVID-19 pandemic and challenges with workforce staffing. The Home's lenders subsequently waived any violations of their debt covenants through June 30, 2023, but the Home will likely require further adjustments to its banking arrangements within one year of the date of this report. This creates an uncertainty for the Home which, if not alleviated, would impact their ability to continue as a going concern. Management's evaluation of the events and conditions and Management's plans regarding these matters are also described in Note 1. The financial statements have not been adjusted as a result of this uncertainty. Our opinion is not modified with respect to this matter.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Home and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Home's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Home's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Home's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Maya Hoffman McClara P.C.

Boston, Massachusetts
May 15, 2023

THE HOME FOR LITTLE WANDERERS

Statements of Financial Position

June 30,

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,290,465	\$ 1,805,372
Cash - restricted funds	109,260	68,328
Accounts receivable, net of allowance for doubtful accounts of \$5,757,746 and \$549,432 at June 30, 2022 and 2021, respectively	9,914,529	9,318,312
Contributions and grants receivable, net	617,641	535,283
Investment income receivable	22,452	21,317
Investments	3,420,000	3,600,000
Prepaid expenses and other current assets	<u>1,552,634</u>	<u>1,778,666</u>
Total current assets	16,926,981	17,127,278
Contributions and grants receivable, net		352,242
Investments	61,407,604	75,367,704
Beneficial interest in perpetual trusts	13,389,354	16,193,947
Property, plant and equipment, net	<u>37,889,742</u>	<u>39,313,505</u>
Total assets	\$ <u>129,613,681</u>	\$ <u>148,354,676</u>
Liabilities and Net Assets		
Current liabilities:		
Line of credit	\$ 8,652,696	\$ 6,114,742
Current portion of long-term debt	1,155,371	1,143,333
Accounts payable, accrued expenses, and other current liabilities	8,952,105	7,162,018
Client funds	<u>62,972</u>	<u>46,657</u>
Total current liabilities	18,823,144	14,466,750
Long-term debt, net of current portion	16,671,019	17,824,778
Other liabilities	<u>723,772</u>	<u>780,312</u>
Total liabilities	36,217,935	33,071,840
Net assets:		
Without donor restrictions	44,316,173	57,950,522
With donor restrictions	<u>49,079,573</u>	<u>57,332,314</u>
Total net assets	93,395,746	115,282,836
Total liabilities and net assets	\$ <u>129,613,681</u>	\$ <u>148,354,676</u>

THE HOME FOR LITTLE WANDERERS

Statements of Activities

Years Ended June 30,

	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and other support:						
Program revenue	\$ 52,063,522	\$ -	\$ 52,063,522	\$ 52,567,286	\$ -	\$ 52,567,286
Contributions	7,193,551	147,904	7,341,455	8,067,479	1,004,384	9,071,863
Utilization of board approved spending policy	3,600,000	-	3,600,000	3,700,000	-	3,700,000
In-kind revenue	218,345	-	218,345	118,178	-	118,178
Other operating revenue	340,678	-	340,678	59,428	-	59,428
Net assets released from restrictions	461,371	(461,371)	-	228,277	(228,277)	-
Total revenues and other support	63,877,467	(313,467)	63,564,000	64,740,648	776,107	65,516,755
Operating expenses:						
Programs	54,298,619	-	54,298,619	56,527,777	-	56,527,777
Administrative and general	18,950,661	-	18,950,661	8,652,064	-	8,652,064
Fundraising	2,316,164	-	2,316,164	2,079,776	-	2,079,776
Total operating expenses	75,565,444	-	75,565,444	67,259,617	-	67,259,617
Change in net assets from operations	(11,687,977)	(313,467)	(12,001,444)	(2,518,969)	776,107	(1,742,862)
Non-operating income (expense):						
Net investment return	(2,323,702)	(4,676,006)	(6,999,708)	8,382,474	10,852,004	19,234,478
Board approved spending policy appropriation	(336,732)	(3,263,268)	(3,600,000)	(744,186)	(2,955,814)	(3,700,000)
Bequests	714,062	-	714,062	604,113	-	604,113
Other non-operating expenses	-	-	-	(171,441)	-	(171,441)
Total non-operating income (expense)	(1,946,372)	(7,939,274)	(9,885,646)	8,070,960	7,896,190	15,967,150
Change in net assets before fund re-designation	(13,634,349)	(8,252,741)	(21,887,090)	5,551,991	8,672,297	14,224,288
Endowment fund re-designation	-	-	-	500,000	(500,000)	-
Change in net assets	(13,634,349)	(8,252,741)	(21,887,090)	6,051,991	8,172,297	14,224,288
Net assets, beginning of year	57,950,522	57,332,314	115,282,836	51,898,531	49,160,017	101,058,548
Net assets, end of year	\$ 44,316,173	\$ 49,079,573	\$ 93,395,746	\$ 57,950,522	\$ 57,332,314	\$ 115,282,836

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Functional Expenses

Years Ended June 30,

	2022				2021			
	Programs	Administrative and General	Fundraising	Totals	Programs	Administrative and General	Fundraising	Totals
Operating expenses:								
Salaries and wages	\$ 32,832,058	\$ 7,337,104	\$ 1,046,188	\$ 41,215,350	\$ 35,621,038	\$ 4,270,253	\$ 1,088,066	\$ 40,979,357
Payroll taxes and employee benefits	7,976,195	1,689,420	254,638	9,920,253	8,152,347	980,591	247,904	9,380,842
Total salaries and related benefits	40,808,253	9,026,524	1,300,826	51,135,603	43,773,385	5,250,844	1,335,970	50,360,199
Depreciation and amortization	1,889,499	392,985	3,909	2,286,393	2,134,706	295,450	29,983	2,460,139
Equipment repairs and replacements	1,561,985	1,216,083	92,532	2,870,600	2,004,503	521,488	44,564	2,570,555
Client expenses	1,073,915	-	-	1,073,915	1,080,404	-	-	1,080,404
Professional fees	665,266	1,307,163	27,297	1,999,726	280,671	978,636	88,855	1,348,162
Rent	731,142	815,645	-	1,546,787	1,007,958	344,675	88,309	1,440,942
Food and other program supplies	1,965,967	184,652	26	2,150,645	2,396,692	63,923	386	2,461,001
Utilities	1,044,986	283,963	3,008	1,331,957	1,093,401	66,843	10,649	1,170,893
Transportation	363,781	25,857	2,956	392,594	250,818	25,901	1,022	277,741
Insurance	659,441	305,661	-	965,102	634,154	72,802	12,477	719,433
Other expenses	989,866	147,701	51,232	1,188,799	79,933	104,982	27,803	212,718
Office expense	15,316	141,782	339,966	497,064	13,174	154,225	278,588	445,987
Contracted services	602,928	583,199	58,768	1,244,895	225,561	378,264	41,966	645,791
Interest	470,839	357,280	-	828,119	493,292	315,270	-	808,562
Bad debts	1,152,530	4,148,325	38,852	5,339,707	521,462	-	15,000	536,462
Special events	909	115	272,885	273,909	1,109	-	100,582	101,691
Advertising	80,882	13,726	123,907	218,515	211,810	78,761	3,622	294,193
Subcontracted direct services	221,114	-	-	221,114	324,744	-	-	324,744
Total operating expenses	54,298,619	18,950,661	2,316,164	75,565,444	56,527,777	8,652,064	2,079,776	67,259,617
Non-operating expenses:								
Other non-operating expenses	-	-	-	-	-	171,441	-	171,441
Total non-operating expenses	-	-	-	-	-	171,441	-	171,441
Total expenses	\$ 54,298,619	\$ 18,950,661	\$ 2,316,164	\$ 75,565,444	\$ 56,527,777	\$ 8,823,505	\$ 2,079,776	\$ 67,431,058

See accompanying notes to the financial statements.

THE HOME FOR LITTLE WANDERERS

Statements of Cash Flows

Years Ended June 30,

	2022	2021
Cash flows from operating activities:		
Change in net assets	\$ (21,887,090)	\$ 14,224,288
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	2,286,393	2,423,693
Amortization of debt issuance costs	-	36,446
Realized and unrealized (gains) losses from investments	7,058,791	(16,154,014)
Bad debt expense	5,339,707	536,462
Change in:		
Accounts receivable	(5,935,924)	(3,190,276)
Contributions and grants receivable	269,884	(650,624)
Investment income receivable	(1,135)	9,863
Prepaid expenses and other current assets	226,032	(855,926)
Accounts payable, accrued expenses, and other current liabilities	1,790,087	(25,591)
Client funds	16,315	(10,252)
Other liabilities	(56,540)	79,127
Net cash used in operating activities	<u>(10,893,480)</u>	<u>(3,576,804)</u>
Cash flows from investing activities:		
Purchase of investments	(714,098)	(4,084,043)
Proceeds from sale of investments	10,600,000	9,527,135
Purchases of property and equipment	(862,630)	(800,332)
Net cash provided by investing activities	<u>9,023,272</u>	<u>4,642,760</u>
Cash flows from financing activities:		
Net change in borrowings under line of credit	2,537,954	1,790,286
Debt issuance costs	-	(38,305)
Repayment of long-term debt	(1,141,721)	(1,910,700)
Net cash provided by (used in) financing activities	<u>1,396,233</u>	<u>(158,719)</u>
Net change in cash and cash equivalents	<u>(473,975)</u>	<u>907,237</u>
Cash, cash equivalents and restricted cash, beginning	1,873,700	966,463
Cash, cash equivalents and restricted cash, ending	<u>\$ 1,399,725</u>	<u>\$ 1,873,700</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ 798,088	\$ 813,925

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies

Nature of Activities

The Home for Little Wanderers (the "Home") is a Massachusetts based not-for-profit organization whose mission is to ensure the healthy behavioral, emotional, social, and educational development and physical well-being of children and families living in at-risk circumstances.

Impact of the Uncertainty Associated with the Entity's Ability to Continue as a Going Concern

The Home has suffered recurring losses from operations in recent years and is in violation of certain debt covenants as of and for the year ended June 30, 2022. Although the Home's lenders subsequently waived the violations of those debt covenants through June 30, 2023, cash flow losses have continued after year end. Management has also determined it is probable that further adjustments to its banking agreements will be required within one year of the date of this report. Management is currently using the time afforded by the lenders' waivers to work on forward arrangements that will be satisfactory to the Home and its lenders. Management is also seeking to reduce its operating cash flow needs on a forward basis through various revenue enhancement and cost control efforts. Management may consider other options, such as leveraging or borrowing against its existing asset base. The Home cannot provide assurance regarding the outcome of these matters. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

A summary of significant accounting policies follows:

Classification and Reporting of Net Assets

The financial statements of the Home have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America which requires that information regarding its financial position and activities are reported based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets available for general use and not subject to donor restrictions. The Board of Directors has designated amounts from net assets without donor restrictions to function as endowment. Net assets without donor restrictions also include the investment in property, plant and equipment, net of accumulated depreciation and related debt.

Net Assets With Donor Restrictions - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature that may or will be met, either by the passage of time or the events specified by the donor. Other donor-imposed restrictions are perpetual in nature, in which the donor stipulates that resources be maintained in perpetuity. Restrictions that are permanent in nature may also include investment earnings on certain investments as stipulated by donor restrictions, as well as gains and losses from beneficial interests in perpetual trusts. Unexpended gains on endowments are also included in this category until appropriated for expenditure by the Board.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Home considers all highly liquid investments purchased with a maturity date of three months or less to be cash equivalents. Cash and cash equivalents held by investment managers are considered part of investments.

The Home maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits. The Home has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable

The Home records accounts receivable at estimated net realizable value when there is an unconditional right to consideration. Accounts receivable consist primarily of amounts related to grants and contracts from state and local governments and amounts due from third-party payor sources. Grants and contracts receivable are carried at the original invoice amount less amounts covered by other sources.

Management estimates the allowance for doubtful accounts based on history of collections and knowledge acquired about specific terms. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. An account is considered uncollectible when all efforts to collect the account have been exhausted. Interest is not charged on accounts receivable.

Investments

Investments are carried at fair value. Fair value is determined as per the fair value measurements policy in this section.

Net investment return is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Investment returns are allocated ratably to the funds that underlie the investments.

Fair Value Measurements

The Home reports required types of financial instruments in accordance with the fair value standards of accounting. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These standards require an entity to maximize the use of observable inputs (such as quoted prices in active markets) and minimize the use of unobservable inputs (such as appraisals or valuation techniques) to determine fair value. In addition, the Home reports certain investments using the net asset value ("NAV") per share as determined by investment managers under the so called "practical expedient." The practical expedient allows NAV per share to represent fair value for reporting purposes when the criteria for using this method are met.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Fair Value Measurements (Continued)

Instruments measured and reported at fair value other than those at NAV are classified and disclosed in one of the following categories:

Level 1 – Inputs are quoted prices in active markets for identical assets or liabilities that the Home has the ability to access at measurement date.

Level 2 – Inputs are other than quoted prices included in Level 1 that are either directly or indirectly observable.

Level 3 – Inputs are unobservable for the instrument and include situations where there is little, if any, market activity for the instrument. The inputs into the determination of fair value require significant management judgment or estimation.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level of input that is significant to the fair value measurement in its entirety.

It is possible that redemption rights may be restricted or eliminated by investment managers in the future in accordance with the underlying fund agreements. Market price is affected by a number of factors, including the type of instrument and the characteristics specific to the instrument. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observable inputs and a lesser degree of judgment used in measuring fair value. It is reasonably possible that change in values of these instruments will occur in the near term and that such changes could materially affect amounts reported in these financial statements.

Beneficial Interests in Perpetual Trusts

Beneficial interest in perpetual trusts are carried at fair value. Fair value is determined as per the fair value measurements policy in this section which at times includes the use of actuarial methods. These amounts are held by third party trustees and are considered to be restricted in perpetuity given that the Home does not have control over distributions from these trusts. Distributions to the Home are reported as contribution revenue without restrictions. These amounts are classified as Level 3 given the structure of how such assets are held, notwithstanding that the underlying investments may be liquid or have readily determinable fair values.

Property, Plant and Equipment

Property, plant and equipment acquisitions are recorded at cost or, if donated, at fair value on the date of donation when such items have an expected future life of greater than one year and the amount is greater than a management established capitalization threshold. Fair value of any donated land, buildings and equipment is recorded using a Level 3 market approach as per the fair value policies in this section. Also included in property, plant and equipment are costs associated with construction in progress. The Home capitalizes costs incurred in connection with various ongoing projects until such projects are completed at which time those costs are then reclassified to the appropriate fixed asset account. Expenditures for major renewals and improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Property, Plant and Equipment (Continued)

Depreciation and amortization of property, plant and equipment are provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

	Years
Buildings and improvements	10-40
Leasehold improvements	Lesser of 10 years or life of lease
Computer and software	3
Furniture and equipment	3-10
Motor vehicles	5

Included in buildings and improvements are tenant improvements associated with an existing lease, with a corresponding liability recorded for the related tenant improvement allowance included in other liabilities. The asset and related liability are depreciated over the life of the lease.

Endowment Assets

The Board has interpreted Massachusetts General Law as requiring investment earnings on net assets with donor restrictions that are permanent in nature to be retained in a restricted net asset classification until appropriated by the Board and expended. Massachusetts General Law allows the Board to appropriate for expenditure as much of the endowment fund as the Home determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established. The Home shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: the duration and preservation of the endowment fund; the purposes of the Home and the endowment fund; general economic conditions; the possible effect of inflation or deflation; the expected total return from income and the appreciation of investments; other resources of the Home; and the investment policy of the Home.

The Home has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Home must hold in perpetuity or for a donor-specified period, as well as Board-designated funds. Endowment assets are invested in equities, mutual funds, fixed income funds, and alternative investments.

The Home's Board adopted a spending rate of 4.5% of the average fair value of the endowment investment portfolio over the preceding thirteen quarters, excluding the beneficial interest in perpetual trusts in 2022 and 2021. Spending approved for fiscal 2023 is \$3,420,000. Distributions from beneficial interests are in addition to these computed amounts. From time to time, the Board may approve additional spending for operations. See Note 10.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Revenue Recognition and Operations

Revenues are reported as increases in net assets without donor restrictions unless use of the related asset is limited by donor-imposed restrictions. Under accounting standards, revenue may be earned under exchange transactions or contribution transactions as follows:

Earned Support

Exchange transactions are measured via a principles-based process that requires the entities: 1) identify the contract with the customer; 2) identify the performance obligations in the contract; 3) determine the transaction prices; 4) allocate the transaction price to the performance obligations; and 5) recognize revenue when (or as) performance obligations are satisfied. Exchange transaction revenues are under arrangements that are one year or less in length.

The Home reports third party revenue earned in its Clinic and Day Care programs net of contractual adjustments to the Home's usual and customary rates, as well as an adjustment based on historical and industry collection standards in order to report net realizable revenue from these programs.

Investment returns are reported as increases or decreases in net assets with donor restrictions until appropriated to net assets without donor restrictions under the board approved spending policy.

Contributed Support

Program revenue and contributions are considered contributed support.

Program revenue consists of cost-reimbursement and unit rate grants, contracts and tuition from state and local agencies that are considered conditional contributions in that a barrier to entitlement must be met prior to the Home having a right to the related resources. The Home recognizes revenue when it has met the barrier to entitlement such as meeting a service delivery requirement, matching provision or incurring specified qualifying expenses in accordance with a framework of allowable costs or other barriers as stipulated in the grants and contracts such as performance requirements and/or the incurrence of allowable qualifying expenses. The Home bills funding sources primarily on a monthly basis following the month in which expenses have been incurred or services rendered to a client subject to the limits provided for in those grants and contracts. If amounts are received in advance of meeting a barrier to entitlement, such amounts are considered refundable advances.

The Home is subject to the regulations and rate formulas of the Massachusetts Executive Office for Administration and Finance Operational Services Division. Revenue is recorded by the individual programs either at the rate approved under negotiated contracts or at the rate of reimbursement as certified by the Massachusetts Operational Services Division. Excess of revenue over expenses from Commonwealth of Massachusetts supported programs, up to certain defined limits, can be utilized by the Home for expenditures in accordance with its exempt purposes provided such expenditures are reimbursable under the Operational Services Division regulations. Amounts in excess of these limits are subject to negotiated use or potential recoupment and are reported as a liability.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Revenue Recognition and Operations (Continued)

Contributed Support (Continued)

Contributions, including unconditional promises to give, are recorded as revenues as either without or with donor restrictions in the period verifiably committed by the donor. Contributions of assets other than cash are recorded as per the fair value policies included elsewhere in this section. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of the estimated future cash flows using a risk adjusted discount rate depending on the time period involved. Amortization of the discount is included in contribution revenue in accordance with the donor-imposed restrictions, if any, on the contributions. Contributions with donor-imposed restrictions that can be met through the passage of time or upon the incurring of expenses consistent with the purposes are recorded as net assets with donor restrictions and reclassified to net assets without donor restrictions and reported as "net assets released from restrictions" when such time or purpose restrictions have been satisfied. Donor-restricted contributions whose restrictions are met in the same reporting period are presented as unrestricted support.

Contributions received under \$10,000 with donor-imposed restrictions are reported as revenues of the net assets without donor restrictions category, however, donor-imposed restrictions are fulfilled in all cases regardless of reporting treatment. Contributions received over \$10,000 with donor-imposed restrictions are reported as revenues of the net assets with donor restrictions category.

The Home recognizes special events and fundraising revenue equal to the fair value of direct benefits to donors and contribution income for the excess received when the event takes place.

The Home recognizes support in the form of donated services as per the fair value policies included elsewhere in this section using Level 3 methods on the date the services are provided if the services create or enhance nonfinancial assets or the services are provided by persons possessing certain skills that would typically need to be purchased if not provided by donation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Operating and Non-operating Activity

The statements of activities report the change in net assets from operating and non-operating activities. Operating revenues consist of items attributable to the Home's program services, certain contributions, certain amounts utilized under the Home's spending policy and other sources. Non-operating activities include any investment return net of the spending policy, bequests, non-operating related contributions and certain other non-operating revenues and expenses.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Functional Allocation of Expenses

The costs of providing the various programs and activities and supporting services have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Depreciation of plant assets and operation and maintenance of plant expenses have been allocated to functional classifications based on square footage of facilities. Interest expense is allocated based on the functional purpose for which debt proceeds were used. Other costs have been allocated based on time and effort percentages.

Income Tax

The Home is organized as a public charity under Section 501(c)(3) of the Internal Revenue Code and is generally exempt from Federal and state income taxes. Accordingly, no provision for income taxes is made in the financial statements.

Uncertain Tax Positions

The Home accounts for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. Interest and penalties assessed, if any, are accrued as income tax expense. The Home has identified its tax status as a tax-exempt entity and its determination as to its income being related or unrelated as its only significant tax positions. However, the Home has determined that such tax positions do not result in an uncertainty requiring recognition. The Home is not currently under examination by any taxing jurisdiction. The Home's Federal and state tax returns are generally open for examination for three years following the date filed.

Future Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") No. 2016-02, *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability for all leases, initially measured at the present value of the lease payments, in its statement of financial position. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal year ending June 30, 2023 for the Home. The Home is evaluating the impact of the new guidance on the financial statements.

Management believes that other pending accounting standards would have limited impact on the Home and, accordingly, have not outlined those standards here.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Subsequent Events

The Home evaluated subsequent events through May 15, 2023, the date on which the financial statements were available to be issued.

Subsequent to year-end, the Home sold five parcels of land for a net price of \$1.42 million, the entirety of which will be recorded as a gain in fiscal 2023.

Also subsequent to year-end, in August 2022, a contract for a program with the City of Boston was discontinued. The program in question generated \$8 million in revenue from July 2019 through June 2022.

Note 2 - Liquidity and Availability

The Home regularly monitors liquidity to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Home has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Home considers all expenditures related to its ongoing program activities as well as the conduct of services undertaken to support those activities to be general expenditures.

Although not expected to be needed, the spendable yet restricted portion of the Home's net assets could be used to meet cash needs if necessary. Prudent investment management, however, must be considered to ensure the preservation of the funds for future use.

The following table shows the financial assets held by the Home that are available within one year of the statement of financial position date to meet general expenditures:

	2022	2021
Financial assets available to meet general expenditures over the next 12 months:		
Cash and cash equivalents	\$ 1,290,465	\$ 1,805,372
Accounts receivable, net	9,914,529	9,318,312
Contributions and grants receivable, net	617,641	535,283
Investment income receivable	22,452	21,317
Endowment spending rate distribution and appropriations	<u>3,420,000</u>	<u>3,600,000</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 15,265,087</u>	<u>\$ 15,280,284</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 3 - Contributions and Grants Receivable

Contributions and grants receivable are as follows at June 30:

	2022	2021
Less than one year	\$ 632,641	\$ 554,277
One to five years	-	352,242
	<u>632,641</u>	<u>906,519</u>
Less unamortized discount and allowance	<u>(15,000)</u>	<u>(18,994)</u>
	617,641	887,525
Less current portion	<u>(617,641)</u>	<u>(535,283)</u>
Contributions and grants receivable, net of current portion	\$ <u> -</u>	\$ <u>352,242</u>

The Home has conditional contributions where the related revenue is recognized when the qualified costs are incurred. The total conditional contributions that have been committed but that the barrier of entitlement of incurring qualified cost has not yet been met were approximately \$489,000 and \$1,816,000 at June 30, 2022 and 2021, respectively.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements

Investments and fair value items are as follows at June 30:

	2022			
	Level 1	Level 3	Investments Measured at NAV	Total
Assets				
Marketable equity securities and equity mutual funds:				
International equities	\$ 11,142,972	\$ -	\$ -	\$ 11,142,972
Domestic equities	19,860,154	-	-	19,860,154
Mutual funds	108,985	-	-	108,985
Cash equivalents	258,003	-	-	258,003
U.S. government and debt obligations and fixed income mutual funds	15,829,360	-	-	15,829,360
Alternative investments:				
Global private equity fund	-	-	1,296,782	1,296,782
Structured credit fund	-	-	3,273,271	3,273,271
Core property fund	-	-	7,983,939	7,983,939
Private asset fund	-	-	5,074,138	5,074,138
Total investments	47,199,474	-	17,628,130	64,827,604
Beneficial interest in perpetual trusts	-	13,389,354	-	13,389,354
Total items reported on a recurring basis at fair value	\$ 47,199,474	\$ 13,389,354	\$ 17,628,130	\$ 78,216,958

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements (Continued)

	2021			
	Level 1	Level 3	Investments Measured at NAV	Total
Assets				
Marketable equity securities and equity mutual funds:				
International equities	\$ 15,860,464	\$ -	\$ -	\$ 15,860,464
Domestic equities	28,901,911	-	-	28,901,911
Mutual funds	98,919	-	-	98,919
Cash equivalents	295,311	-	-	295,311
U.S. government and debt obligations and fixed income mutual funds	20,246,025	-	-	20,246,025
Alternative investments:				
Global private equity fund	-	-	677,968	677,968
Structured credit fund	-	-	3,122,721	3,122,721
Core property fund	-	-	6,075,184	6,075,184
Private asset fund	-	-	3,689,201	3,689,201
Total investments	65,402,630	-	13,565,074	78,967,704
Beneficial interest in perpetual trusts	-	16,193,947	-	16,193,947
Total items reported on a recurring basis at fair value	\$ 65,402,630	\$ 16,193,947	\$ 13,565,074	\$ 95,161,651

Unfunded commitments related to alternative investments were \$4,477,416 and \$7,195,096 for the years ended June 30, 2022 and 2021, respectively.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 4 - Investments and Fair Value Measurements (Continued)

The changes in assets measured at fair value for which the Home has used Level 3 inputs to determine fair value, which is limited to beneficial interests in trusts, are as follows as of June 30:

	2022	2021
Beginning of year	\$ 16,193,947	\$ 13,456,073
Investment activity:		
Change in fair value	(2,279,780)	3,859,272
Distributions	<u>(524,813)</u>	<u>(1,121,398)</u>
End of year	<u>\$ 13,389,354</u>	<u>\$ 16,193,947</u>

Investments equal to the upcoming year's Board approved spending policy of \$3,420,000 and \$3,600,000 as of June 30, 2022 and 2021, respectively, are classified as current in the accompanying statements of financial position. These amounts are reflected as current assets because they represent the draw from investments to fund the Home's operations in the subsequent fiscal year. Since the remaining amount of investments is intended for long-term investment purposes, these investments are classified as long-term assets.

Investment return is comprised of the following for the years ended June 30:

	2022	2021
Interest and dividend income	\$ 3,434,883	\$ 3,518,757
Net realized and unrealized gains (losses)	(10,007,959)	16,154,014
Investment fees	<u>(426,632)</u>	<u>(438,293)</u>
Total investment return, net	(6,999,708)	19,234,478
Less amount availed per endowment spending policy	<u>(3,600,000)</u>	<u>(3,700,000)</u>
Investment return, net of amounts availed	<u>\$ (10,599,708)</u>	<u>\$ 15,534,478</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 5 - Property, Plant and Equipment

Property, plant and equipment is as follows at June 30:

	2022	2021
Land and improvements	\$ 2,469,021	\$ 2,467,326
Buildings and improvements	47,753,726	46,827,576
Leasehold improvements	3,159,604	3,159,604
Furniture and equipment	8,848,727	8,234,409
Motor vehicles	218,095	218,095
Assets held for sale	246,000	246,000
Construction in progress	1,325,972	2,002,955
	64,021,145	63,155,965
Less accumulated depreciation and amortization	(26,131,403)	(23,842,460)
	\$ 37,889,742	\$ 39,313,505

Note 6 - Line of Credit

The Home has an unsecured line of credit with a financial institution with a maximum borrowing limit of \$10,000,000, with a maturity date of August 31, 2023. At or prior to maturity, management plans to renew the line on similar terms. The line is payable on demand with interest payable monthly equal to the LIBOR Advantage Rate plus 1.95% (3.40% and 2.05% at June 30, 2022 and 2021, respectively). The line of credit agreement requires the Home to maintain certain financial and administrative covenants. See Notes 1 and 7.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 7 - Long-Term Debt

Long-term debt consists of the following at June 30:

	2022	2021
Massachusetts Development Finance Agency privately placed fixed rate bonds, collateralized by certain real property with interest at a fixed rate of 3.45% and a maturity date of March 1, 2037. The bonds are subject to certain financial and administrative covenants.	\$ 8,320,000	\$ 8,835,000
Term loan to reimburse construction related costs associated with a certain project up to \$6,400,000, collateralized by a percentage of the Home's investments as defined in the agreement, with interest payable at one-month LIBOR plus 1% (2.45% and 1.10% as of June 30, 2022 and 2021, respectively) and a maturity date of July 1, 2025. The loan is subject to certain financial and administrative covenants.	4,706,475	4,946,726
Note payable to repay a portion of existing notes assumed as part of the Wediko acquisition, collateralized by certain investments and real property with interest at a fixed rate of 3.28% and a maturity date of April 25, 2025. The note is subject to certain financial and administrative covenants.	2,394,311	2,657,632
New Hampshire HEFA mortgage note payable, collateralized by certain real property with interest at a fixed rate of 3.12% and a maturity date of September 1, 2037. The note is subject to certain financial and administrative covenants.	2,560,524	2,677,397
Auto loan payable, collateralized by certain real property. The loan does not bear interest and has a maturity date of July 1, 2025.	19,353	25,629
	18,000,663	19,142,384
Less: debt issuance costs, net of amortization	(174,273)	(174,273)
Less: current portion	(1,155,371)	(1,143,333)
Long-term debt, net of current portion	\$ 16,671,019	\$ 17,824,778

Unamortized bond issuance costs are being amortized using the straight-line method through the final maturity date of each respective bond issue.

The Home did not meet certain financial and non-financial covenants as of June 30, 2022 and 2021. Subsequently the Home's lenders waived such covenant noncompliance. Management is using the time afforded by such waivers to work with its lenders relative to forward arrangements; however, those arrangements have not yet been secured. In the event that the Home and its lenders do not reach satisfactory arrangements, Management believes that its unrestricted endowment funds, together with the available financial resources outside of those in the endowment, should be sufficient to pay off these obligations should the debt be called.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 7 - Long-Term Debt (Continued)

Scheduled maturity dates of long-term debt over the next five years and in the aggregate are as follows for the years ending June 30:

2023	\$	1,155,371
2024		1,168,590
2025		1,191,623
2026		4,956,761
2027		990,384
Thereafter		<u>8,537,934</u>
	\$	<u>18,000,663</u>

Note 8 - Operating Lease Commitments

The Home leases equipment, vehicles and office space from unrelated third parties under operating lease agreements through September 2028. Certain of the leases provide for additional rent associated with increases in operating costs. Total rent and other lease expense under all lease agreements was \$1,723,300 and \$1,665,349 for the years ended June 30, 2022 and 2021, respectively.

Future minimum annual lease payments over the next five years and in the aggregate are as follows for the years ending June 30:

2023	\$	999,816
2024		850,596
2025		464,085
2026		126,488
2027		129,386
Thereafter		<u>168,664</u>
	\$	<u>2,739,035</u>

Note 9 - Retirement Plans

The Home has a qualified 403(b) tax deferred retirement plan which covers substantially all of its employees. The Home matches employee contributions on a dollar for dollar basis up to 3% of wages subject to legal limits. Expenses under this plan were approximately \$783,000 and \$324,000 for the years ended June 30, 2022 and 2021, respectively. Effective January 1, 2021 through June 30, 2021, the Home suspended employer contributions to the plan.

The Home also has a non-qualified deferred compensation plan under Sections 457(b) and 457(f) of the Internal Revenue Code for a key employee. Contributions to these plans totaled \$24,694 and \$26,181 for the years ended June 30, 2022 and 2021, respectively. The fair value of the investments and liabilities under these plans was \$110,097 and \$98,920 at June 30, 2022 and 2021, respectively, and is included within investments and other liabilities on the statements of financial position.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters

Net Assets Without Donor Restrictions

Net assets without donor restrictions are composed of the following at June 30:

	2022	2021
Net investment in property and equipment	\$ 20,063,352	\$ 20,345,394
Board-designated funds	<u>24,252,821</u>	<u>37,605,128</u>
Total net assets without donor restrictions	<u>\$ 44,316,173</u>	<u>\$ 57,950,522</u>

Board-designated funds are stated net of the expected supplemental draw approved for the upcoming year and current and past operating deficits.

Net Assets With Donor Restrictions

Net assets with donor restrictions are composed of the following at June 30:

	2022	2021
Gifts restricted to program operations	\$ 636,377	\$ 1,024,069
Endowment funds:		
Accumulated unspent returns on endowment funds	23,581,665	28,875,558
Endowments requiring one-half of investment income to be added to original gift and balance to general support	3,572,281	3,338,845
Other special endowments, income restricted for various program purposes of the Home	2,369,577	2,369,576
General support endowments	<u>5,530,319</u>	<u>5,530,319</u>
Total endowment funds	35,053,842	40,114,298
Beneficial interest in perpetual trusts	<u>13,389,354</u>	<u>16,193,947</u>
	<u>\$ 49,079,573</u>	<u>\$ 57,332,314</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters (Continued)

Net Assets With Donor Restrictions (Continued)

Net assets were released from donor restrictions by incurring expenses which satisfied the restricted purposes or by the occurrence of events specified by the donors to support program operations in the amount of \$461,371 and \$228,277 for the years ended June 30, 2022 and 2021, respectively.

The spending policy attributable to the endowment was \$3,263,268 and \$2,955,814 for the years ended June 30, 2022 and 2021, respectively.

The following is a summary of endowment net asset composition by type of fund as of June 30, 2022:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Donor-restricted endowment funds.	\$ -	\$ 35,053,842	\$ 35,053,842
Board-designated endowment funds	<u>24,252,821</u>	<u>-</u>	<u>24,252,821</u>
	<u>\$ 24,252,821</u>	<u>\$ 35,053,842</u>	<u>\$ 59,306,663</u>

The following is a summary of the changes in endowment net assets for the year ended June 30, 2022:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Endowment net assets as of June 30, 2021	\$ <u>37,605,128</u>	\$ <u>40,114,298</u>	\$ <u>77,719,426</u>
Investment return:			
Net losses on investment transactions	(5,232,453)	(4,327,668)	(9,560,121)
Investment revenue	<u>3,300,747</u>	<u>2,530,480</u>	<u>5,831,227</u>
	<u>(1,931,706)</u>	<u>(1,797,188)</u>	<u>(3,728,894)</u>
Other changes:			
Spending policy	(336,732)	(3,263,268)	(3,600,000)
Appropriations and other expenses	(7,423,498)	-	(7,423,498)
Use of Board designated endowment funds to fund operating deficits	(4,330,346)	-	(4,330,346)
Contributions	<u>669,975</u>	<u>-</u>	<u>669,975</u>
	<u>(11,420,601)</u>	<u>(3,263,268)</u>	<u>(14,683,869)</u>
Endowment net assets as of June 30, 2022	<u>\$ 24,252,821</u>	<u>\$ 35,053,842</u>	<u>\$ 59,306,663</u>

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 10 - Net Assets and Endowment Matters (Continued)

Net Assets With Donor Restrictions (Continued)

Included in appropriations and other expenses as of June 30, 2022 and 2021 is \$7,000,000 and \$5,000,000, respectively. These amounts were approved by the Board as additional spending appropriations for operations.

The following is a summary of endowment net asset composition by type of fund as of June 30, 2021:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Donor-restricted endowment funds	\$ -	\$ 40,114,298	\$ 40,114,298
Board-designated endowment funds	37,605,128	-	37,605,128
	<u>\$ 37,605,128</u>	<u>\$ 40,114,298</u>	<u>\$ 77,719,426</u>

The following is a summary of the changes in endowment net assets for the year ended June 30, 2021:

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Endowment net assets as of June 30, 2020	\$ 35,234,760	\$ 35,525,706	\$ 70,760,466
Investment return:			
Net gains on investment transactions	7,568,401	7,222,991	14,791,392
Investment revenue	1,257,326	821,415	2,078,741
	<u>8,825,727</u>	<u>8,044,406</u>	<u>16,870,133</u>
Other changes:			
Spending policy	(744,186)	(2,955,814)	(3,700,000)
Appropriations and other expenses	(5,417,468)	-	(5,417,468)
Contributions	104,113	-	104,113
Use of Board designated endowment funds to fund operating deficits	(897,818)	-	(897,818)
Endowment re-designation	500,000	(500,000)	-
	<u>(6,455,359)</u>	<u>(3,455,814)</u>	<u>(9,911,173)</u>
Endowment net assets as of June 30, 2021	<u>\$ 37,605,128</u>	<u>\$ 40,114,298</u>	<u>\$ 77,719,426</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level the donor requires the Home to retain as a fund of perpetual duration. Deficiencies of this nature are reported in net assets with donor restrictions. The aggregate deficiency between the fair value of the investments of the endowment fund as of June 30, 2022 and 2021 and the level required by donor stipulation was minimal.

THE HOME FOR LITTLE WANDERERS

Notes to Financial Statements

Note 11 - Commitments and Contingencies

There are various legal proceedings pending that involve claims against the Home. These proceedings are, in the opinion of management, routine matters incidental to the normal business conducted by the Home. In the opinion of management, the ultimate disposition of such proceedings is not expected to have a material adverse effect, if any, on the Home's financial position, statements of activities, or cash flows.

Note 12 - Support Associated with COVID-19

Federal and State Grants

The Home applied for funding associated with the Provider Relief Program during fiscal year 2021, resulting in funding received in the amount of approximately \$843,000 throughout the year. The award stipulated that the funds could be used for COVID-19 related costs including personnel, personnel retention costs and other costs incurred prior to June 30, 2022. Such award has been recognized as revenue as costs were incurred during fiscal 2021.

During 2021, the Home was a beneficiary of approximately \$2,770,000 in Coronavirus Relief Fund assistance received through various departments of the Commonwealth of Massachusetts and the State of New Hampshire, all of which was used in 2021 to cover additional costs incurred as a result of COVID-19 for the operations of its residential education programs.

BOARD OF DIRECTORS

Name	Affiliation
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<i>Chair</i>	TJX MarMaxx
Damon Hart	<i>Deputy Chief Legal Officer</i>
<i>Vice Chair</i>	Liberty Mutual Insurance
Deborah Gray	<i>General Counsel</i>
<i>Secretary</i>	The Achievement Network <i>Chief Financial Officer and EVP</i>
Dan Tempesta	Nuance Communications <i>Partner</i>
Maureen Burns	Bain & Company <i>Founder & CEO</i> Koya
Katie Bouton	Leadership Partners <i>Head of Communications and Corporate Responsibility</i>
Renee Connolly	MilliporeSigma
Lauren Coyne	Board of Directors <i>Chief Marketing Officer and Head of Virtual Channels</i>
Beth Johnson	Citizens Bank Financial Group <i>Chief Executive Officer & President</i>
Jeff Keffer	Longview Power <i>COO and CFO</i> Chestnut
Demos Kouvaris	Hill Ventures, LLC <i>Partner, Audit and Assurance</i>
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Adrienne Penta	Brown Brothers Harriman <i>Managing Director of Strategy</i>
Bruce Stewart	Pitcairn Trust Company
Andrew Suchoff	Board of Directors
Delphine Zurkiya	Board of Directors

Tobias G. Iselin

[REDACTED]
[REDACTED]@[REDACTED].com

Objective

To work in a student-centered and high-performing school with a collaborative and community-centered mission

Antioch University New England, Keene NH Principal Certification Program	Summer 2013 – Fall 2014
Keene State College, Keene NH Master of Education, School Counseling 4.0 GPA	Fall 2010 - Spring 2012
Keene State College, Keene NH Bachelor of Arts in Clinical Psychology Magna Cum Laude, 3.8 GPA	Fall 2002 - Spring 2007

Certifications & Certificates

NH Principal, School Counselor (#104104)	Experienced Educator Certificate - Current
NH School Counselor (#104104)	Experienced Educator Certificate - Current
NH General Special Education (#104104)	Experienced Educator Certificate - Current
NH Special Education Administrator (#104104)	Experienced Educator Certificate - Current
Certified Associate Instructor of Nonviolent Crisis Intervention® (CPI)	January 2009 - Present
CPR & First Aid Certification	Fall 2014 - Present
Critical Friends Group Certification, Antioch University	Summer 2013 - Present
Medication Certified: GSC Education & Training Partnership	Spring 2009 – Present
Introduction to Incident Command System, ICS-100	Fall 2020 - Present

Education Experience

Co Director, Wediko School July 2023 - Present

- Responsible for overseeing academic and residential programming

Principal & Special Education Administrator, Wediko School April 2019 – June 2023

- Oversee all aspects of special education
- All responsibilities of Principal (see below)

Principal, Wediko School January 2014 – April 2019

- Maintaining high standards for students and staff that support the school philosophy, mission, values, and goals
- Overseeing and managing all aspects of programming for the school including curriculum assessment & instruction, technology, state testing, and budgetary measures
- Designing, overseeing, and implementing professional development activities for educational staff
- Hiring, training, and supervising/evaluating staff
- Implementing and overseeing behavior management, discipline, and crisis situations
- Collaborating with agency leaders to guide the vision of the school
- Collaborating and communicating with school districts, families, and other stakeholders
- Responsible for adhering to federal and state laws and regulations

February 2017 - Present

- Deliver instruction to undergraduate and graduate students
- Provide timely feedback and support to students
- Assess student progress towards course competencies

Assistant Principal, Wediko School

September 2012 – December 2013

- Managed day-to-day programming for the school program
- Provided staff training in crisis and behavior management
- Managed staff assignments during the school day
- Managed discipline and behavior management

School/Program Coordinator

September 2009 to August 2012

- Provided educational planning and support for students
- Facilitated social skills groups
- Responded to crisis situations

Assistant Teacher

May 2007 – August 2009

- Taught a variety of different academic subjects for student in grades 3 through 12 including math, computers, reading, and outdoor adventure learning
- Lead social skills groups
- Instructed students in social competencies, conflict resolution, task management, sequencing, and skills of daily living

Clinical & Volunteer Experience

Chair for the NH Private Special Education Association

June 2023 – present

Vice Chair for the NH Private Special Education Association

June 2021 – June 2023

Secretary for the NH Private Special Education Association

August 2017 – June 2021

Conference Committee for the NH Special Education Administrators

Fall 2020 – present

Nonpublic School Advisory Council for the NH DOE

Fall 2020 – present

Counseling Intern, Brattleboro Union High School, Brattleboro VT

Spring 2012

- Worked with students in grades 9-12 on post-secondary planning, course selection, and provided students with emotional/social counseling and support

Counseling Intern, Walpole Elementary School

Fall 2011

- Worked with students in grades K-8 on individual counseling goals, lead social skill groups, and provided students with crisis counseling

In-Home Support, Monadnock Services, Keene NH

May 2006 – May 2007

- Worked with pre-school through elementary aged students using ABA and applied play therapy techniques.

AmeriCorps Member

2007 - 2008

- Worked to expand Wediko Children's Services ability to improve the lives of needy children and families.

Habitat for Humanity

2006- 2007

- Secretary, Fall 2006-2007

Phi Mu Delta Fraternity

2004 - 2007

- Vice President of Finance, Spring 2007. Fraternity Secretary, 2005-2006

- Shining Star Award Winner. Council Vice President, Spring 2006; Social Chair, Fall 2005

JOSHUA GRANT

MANAGEMENT EXPERIENCE:

11/19-present

*Senior Director- **The Home for Little Wanderers***

- Supervise program directors and all TAY programs in MA and NH
- Co-chair of Mayor's Taskforce on Aging Out of Foster Care
- Boston CoC Board Member
- Create and oversee division budgets
- Interview and hire senior staff members
- Compose RFP/RFR responses for city, state, and federal grants, many of which were awarded
- Opened innovative programs for The Home including Covid Units in Walpole and Roxbury, two Youth Homelessness Demonstration Projects in MA and one in NH, and Independent Apartment programs for DCYF in NH and DYS in MA, as well as the Youth Council for the Boston CoC.
- Analyze program environments, identify strengths and weaknesses, and provide recommendations to enhance treatment milieus
- Research and implement best practices across programs
- Promoted from Consultant, where clients included include Casa Isla, RFK, VOA, The Haven Project, and The Home for Little Wanderers. For example, collaboratively designed and developed the TAY specific homeless shelter in Lynn, MA. From July of 2011

7/11-10/22

*Owner/Operator- **Healing Tree Yoga and Wellness***

- Managed and promoted a 4000+ client studio in Quincy, MA offering more than 50 classes per week. Sold studio in 2022
- Expanded corporate offerings to over 50 additional corporate locations throughout metro Boston
- Increased attendance and profit by an average 20% each year
- Studio was awarded Best of Boston title by Citysearch, and highlighted as one of the Ten Best Yoga Studios in New England by the Boston Globe
- Improved financial viability of the studio by coordinating services with additional business in a new location

8/09-7/11

*Director- **SOUTHEAST CAMPUS (The Baird Center), The Home For Little Wanderers** 900 Ship Pond Rd. Plymouth, MA 02360*

- Deployed to a struggling 60 bed residential program to improve operation and outcomes
- Developed a trauma informed and culturally sensitive treatment modality for the clients
- Oversight of all employees, including program directors of the CBAT, Group Home, and Residential Program, psychiatrist and principal
- Achieved and maintained reduction of restraints and incidents by 90% within 2 months
- Eliminated 400 monthly hours of temporary staffing and overtime and stabilized the budget
- Opened a CBAT, increased census to enable profitability after 2 years of deficits
- Eliminated time-out building and level system, replacing both with evidence-based interventions
- Created and implemented \$5.1 million dollar budget
- Planned and oversaw the construction of a new residence and numerous renovations
- Launched a nutrition and wellness initiative, improving quality of food by adding a homemade menu, and offering physical activities including judo, yoga, boot camp and sporting leagues
- Received 2009 state-wide MHSACM/ABH Award for Program Leadership

12/04-7/09

*Program Director - **LONGVIEW FARM, The Home For Little Wanderers** 399 Lincoln Rd. Walpole, MA 02081*

- Operated and managed all aspects of a 52-bed behavioral school and residence for boys on a 166-acre campus in Walpole, MA
- Opened the first STARR (Stabilization and Rapid Reintegration) program in the state

- Supervision of 70 employees, including psychiatrist, principal, clinical coordinator, and the program director of the campus STARR Program
- Created and implemented \$4.5 million dollar budget, producing a significant surplus each year
- Increased census by 40%, while cutting per capita incident reports by more than 1/3
- Developed three innovative treatment strategies to enhance individualized treatment success of wide-ranging clientele; Project Adventure, Career Development, and the Agricultural Program
- Implemented a minimal cost redecoration of campus, resulting in a "kid friendly" milieu
- Merged two distinct programs after closure of the Orchard Home and School, amalgamating the staffs and cultures, as well as client populations
- In cooperation with architects and contractors, designed a new 80 student school building for construction in late 2011

2/01-12/04

*Supervising Program Director - **BRIGHTON TREATMENT CENTER, Community Solutions, Inc.** 30 Warren St. Boston, MA 02135*

- Supervised the MA and RI regions of CSI, Inc.
- Operated and managed 25 bed, 24/7 hardware secure treatment center for adolescent boys committed to the Department of Youth Services
- Created and implemented \$3 million dollar budgets for MA and RI
- Advocated for CSI, Inc. at Senior Management Provider's meetings within DYS
- Maintained lowest rates of AWOLs, serious incidents, restraints and highest staff retention levels in the eight-year history of Brighton Treatment Center
- Promoted twice from Assistant Program Director and Program Director

1/99-9/99

*Consultant - **METROPOLITAN TREATMENT CENTER, Justice Resource Institute**, 450 Canterbury St. Roslindale, MA 02131*

- Assisted in the incorporation of a new hardware secure program into the JRI system
- Provided on-shift supervision and guidance to newly hired supervisors and staff members
- Instructed staff members in JRI policies and procedures

12/94-12/98

*Director of Residential Services - **SOUTHBRIDGE CENTER, Justice Resource Institute**, 7901 Farrow Rd. Columbia, SC 29203*

- Opened the first hardware secure treatment program for adjudicated adolescents in South Carolina
- Supervision of two-unit directors, and 60 staff in a 40-bed facility for youth with mental illness
- Managed hiring, firing and training for the residential department
- Supervised the staffing procedures for the 24 hours a day - 7 days a week staff schedule
- Promoted twice from Shift Supervisor and Direct Care Worker

1/92-1/95

*Chapter Leader - **Alliance of Guardian Angels, Boston Chapter***

- Developed media campaigns and engagements for the press, schools, and community groups
- Supervised membership of 60 volunteers
- Trained members in self-defense, crisis intervention, and behavior management
- Constructed and led safety patrols in high-crime areas of Boston

TEACHING EXPERIENCE:

12/02-12/16

*Sensei- **DANZAN RYU BOSTON**, Waltham, MA*

4/00-12/00

*English Teacher- **INTERACT NOVA GROUP**, Tokyo, Japan*

9/99-4/00

*Science and Computer teacher - **METROPOLITAN TREATMENT CENTER, Justice Resource Institute**, 450 Canterbury St. Roslindale, MA*

EDUCATION

- **Stonehill College**, Easton, MA, *Bachelor of Science*
- **Boston Latin School**, Boston, MA, *High School Diploma*
- **Pacific and Asian Restorative Therapies**, Silver Spring, PA, *850hr Massage Therapist*
- **Boston Language Institute**, Boston, MA, *Advanced Spanish and Japanese*

- **Metropolitan Mediation Services, Brookline, MA, *Certificate in Mediation Skills***
- **Project Adventure, Beverly, MA, *Level 1 certification***

ACHIEVEMENTS

MHSACM/ABH Award for Program Leadership, 2009

3 Time Gold Medalist at the World Armwrestling Championships

15 Time National Armwrestling Champion

Winter Death Race Champion, 2013

4th Degree Black Belt Danzan Ryu Jujutsu

1st Degree Black Belt Daito Ryu Aikijujutsu

National Inline Slalom Skating Champion

Catherine O'Leary



EDUCATION

CAMBRIDGE COLLEGE

Certificate in Substance Abuse Studies

Cambridge, MA

Dec. 2018

PEPPERDINE UNIVERSITY

Bachelor of Arts, Political Science

Malibu, CA

May 1993

WORK EXPERIENCE

THE HOME FOR LITTLE WANDERERS

Vice President of Congregate Care

Brighton, MA

March 2020- Present

Responsible for leadership and oversight of The Home's Residential Schools and Group Home Programs. Provide guidance and supervision to Program Directors to ensure quality programming throughout programs. Serve on the executive leadership team to collaboratively promote the goals, mission, and vision of The Home.

ELIOT COMMUNITY HUMAN SERVICES

Service Director Social Services Division

Lexington, MA

Sept. 2014- March 2020

Oversee DCF contracted programs-STARR, IGH and Family Networks. Ensure that the model of care is implemented in all aspects of the work. Provide continuous improvement to program operations and service delivery. Part of senior leadership team that develops and implements a strategic plan.

CAMBRIDGE FAMILY AND CHILDREN SERVICES

Consultant

Cambridge, MA

Dec. 2011-July 2012

Provide programmatic consultation to a DCF contracted group home. Work with the Program Director to develop and implement systems, identify, and support best practices and create strategies to correct deficits.

ELIOT COMMUNITY HUMAN SERVICES

Service Director Juvenile Justice Division

Lexington, MA

July 2008-Sept. 2014

Supervise operations of detention, assessment, and treatment programs for DYS involved youth. Ensure service delivery is optimal and within contractual requirements and licensing regulations. Oversee start-up of newly contracted programs.

ELIOT COMMUNITY HUMAN SERVICES

Roxbury, MA

Program Director Metro Treatment

2007- July 2008

Provide oversight for a 20 bed DYS residential treatment program for high-risk adolescent males, including budgetary, clinical, medical, educational, and residential components. Hire, train, supervise and evaluate managers and staff. Provide 24 hour on-call coverage.

ELIOT COMMUNITY HUMAN SERVICES

Framingham, MA

Program Director, Chrysalis House

Sept. 2004- March 2007

Overall management of a 34-bed residential treatment facility for adolescent girls committed to DYS. Facilitate management, supervisory and staff meetings. Hire, train, supervise and evaluate managers and staff. Provide 24 hour on-call coverage.

WALKER SCHOOL

Needham, MA

Assistant Director of Residential Programs

Oct 199-Sept. 2004

Responsible for continuous program development and on-going management of intensive residential treatment and blended programs. Hire, train, supervise and evaluate supervisory and childcare staff. Facilitate weekly department, supervisor and treatment meetings. Oversee behavioral support system and activity programming.

BAY STATE COMMUNITY HUMAN SERVICES

Weymouth, MA

Survival Shelter, Assistant Director

Sept 1998-Oct. 1999

Provide supervision and on-going training for staff. Facilitate staff and treatment meetings. Develop and maintain positive, productive working relationships with funding source, licensing body and collaterals.

THE HOME FOR LITTLE WANDERERS

Waltham, MA

Childcare Supervisor/ Summer Program Coordinator

April 1997-Sept. 1998

Coordinate and supervise shifts and provide supervision to childcare staff. Plan and facilitate weekly therapeutic groups. Coordinate summer programming including oversight of staff and implementation of activities.

CAROLINA HILL TRANSITIONAL SHELTER

Marshfield, MA

Senior Child Life Advocacy Coordinator

Oct 1993-April 1997

Provide support and guidance to children and parents in a DTA funded shelter. Supervise Child Life Advocate Staff. Plan and execute daily activities for children, birth to adolescence.

MATTHEW MCCALL, MSW - LCSW

Profile

A dynamic, seasoned social service executive leader and director with an extensive background in designing and delivering high quality clinical training; demonstrated impact with trauma informed programming; expertise in child, adolescent, and family evidence-based interventions, and proven success both in the classroom and in the field.

Education

Simmons College *Masters of Social Work – 2007* (Boston, MA)

Curry College *Bachelor of Science in Psychology – 1999* (Milton, MA)

Additional Training and Certification

Graduate Certificate in Urban Leadership (Simmons College)

Graduate Certificate in Relational and Multi-contextual Treatment of Trauma (Simmons College)

Massachusetts Institute of Community Health Leadership (Blue Cross Foundation)

Professionally Certified Training Manager/Director (Langevin Learning Services)

Myers-Briggs Type Inventory, Certified Practitioner (CPP, Inc.)

Outward Bound Professional Instructor

Certification in Trauma Focused Cognitive Behavior Therapy (Medical University of South Carolina)

Therapeutic Crisis Intervention and TCI for Families Instructor (Cornell University)

Eye Movement Desensitization and Reprocessing Therapy (EMDRIA)

Empowering Skills for Family Workers Instructor (Children's Trust Fund)

Child and Adolescent Functional Assessment Scale Trainer (MHS, Inc.)

American Red Cross Instructor

Experience

The Home for Little Wanderers, Boston, MA

Vice President of Community Programs, 2018 – Present

Responsible for the operation of The Home's community support, afterschool, adoption, foster care, and transition aged youth programs. Oversees the day-to-day operation of these programs, encompassing 15-million-dollar budget and over 120 employees, serving 1250 youth and their families. Supports development and implementation of permanency based, trauma informed best practices to treat youth and families with histories of abuse, neglect, and mental health challenges. Develops new business for HLW, identifying new business lines, obtaining contracts and funding, opening of new programs and then transitioning them to permanent VP if outside the scope of VP of Community Programs. Formerly oversaw all out-of-home care facilities for The Home, including our residential treatment programs, group homes, and therapeutic day schools.

Simmons College, Boston, MA

Adjunct Professor in Masters of Social Work School, 2016 – Present

Facilitate Advanced Clinical Practice and Clinical Capstone courses. Advanced practice course in social work program covers clinical practice principles including assessment, treatment planning, and advanced clinical interventions. Capstone course covers application of advanced practice in final capstone project for graduating students.

MATTHEW MCCALL, MSW - LCSW

More Than Words, Waltham and Boston, MA
Chief Program Officer, 2015 – 2018

Oversee the youth development programming and deepen staff and organizational capacity to create results for youth, assisting staff in analyzing and leveraging evaluative data in order to develop, implement and refine programs and continue to provide the highest levels of service to youth. Set strategic direction, shape priorities, monitor relevant shifts in the regional and national landscape, and develop systems and relationships.

The Home for Little Wanderers, Boston, MA
Director of Workforce Learning and Development (WL&D), 2013 – 2015

Oversee the overall workforce development and consultation services of The Home for Little Wanderers (HLW). Work with executive managers, senior directors, and agency leadership to identify, assess, and design strategies to address organizational development through learning strategies, coaching and consultation, and professional development. Oversee staff of trainers and subject matter experts who analyze training needs, design curriculum, deliver content, and evaluate the effectiveness.

More Than Words, Waltham, MA
Organizational Consultant, 2012 – 2015

Provide organizational and clinical consultation for More Than Words, a youth run business for young adults involved in state systems. Consultations include business training, clinical training, and individual mentoring and coaching for managers and directors.

The Home for Little Wanderers, Boston, MA
Associate Director of Workforce Learning and Development, 2010 – 2013

Oversaw the consultation services, client training, and intern program for HLW. Worked with agency leadership to design, develop and implement trainings to support the healthy growth and development of youth from a variety of at-risk circumstances. Provided direct training and consultation services to programs and individuals. Supervised the HLW graduate and undergraduate programs.

Mount Ida College, Newton, MA
Adjunct Professor in Human Services Department, 2010-2013

Developed curriculum for and taught Working with Families, Clinical Interviewing and Communication, Group Practice, and Child Welfare.

The Home for Little Wanderers, Boston, MA
Agency Training Manager of Workforce Learning and Development, 2010 – 2013

Managed the HLW's training programs. Facilitated the New Employee Training and Orientations for over 250 employees a year. Ensured compliance with state and federal regulations.

The Home for Little Wanderers, Boston, MA
Lead Agency Trainer for Training Department, 1999 – 2010

Oversaw and delivered training to the over 30 different programs of HLW. Provided organizational and client focused trainings for programs including adoption, foster care, residential treatment, group homes, in home therapy teams, outpatient clinics, early intervention, and youth aging out programs.

Career Highlights

- As the VP of Community Programs, opened 6 new programs serving clients in Massachusetts and New Hampshire. Programs include the first ever LGBTQIA+ program in the state of New Hampshire, a fast response COVID Positive Unit, and expanded services for young adults experiencing homelessness.
- Elected as Chair of the Manchester Continuum on Care in 2023, overseeing homelessness services and initiatives in Manchester New Hampshire.

MATTHEW MCCALL, MSW - LCSW

- As the Chief Program Officer at More Than Words, I developed a comprehensive continuous learning model integrating motivational interviewing, cognitive and restorative approaches, and stages of change theory.
- Subject matter expert used in the asynchronous Advanced Clinical Practice course for Simmons Online Social Work Program.
- As the Interim Director of HLW's South East Campus (second largest program of HLW), reopened frozen intake, received licensing approval, increased reputation of program leading to increased census, and reorganized clients, staffing, and management structures to support continued success of program.
- Redesigned New Employee and Clinical Training offerings at The Home, including blended and distance learning utilizing Adobe Captivate and Blackboard, delivered curriculum for over 650 staff in Evidence Based Practice techniques including Cognitive Behavior Therapy, Solution Focused Therapy, and Trauma Informed Care.
- Published in Child Care in Practice - Moving from Pathology to Possibility: Integrating Strengths-based Interventions in Child Welfare Provision, Volume 20, Issue 1, January 2014, pages 120-134
- Provided extensive embedded consultations in programs struggling to meet their clients' needs. All programs returned to improved functioning at the end of consultation.
- Invited to speak/train at multiple colleges and organizations around Boston on supporting clients with trauma and to provide adventure based team building.
- Consistently rated at the highest level by students and employees attending classes, workshops, and trainings.

Elizabeth R. Oswalt, M.Ed.

Work History

Co-Director July 2023 – current

Wediko School at The Home for Little Wanderers

- Responsible for overseeing academic and residential programming

Residential Director Aug. 2020 – July 2023

Wediko School at The Home for Little Wanderers

- Responsible for hiring, supervision, and training of more than 35 staff members. More than doubled staffing numbers in first year and a half
- Attend leadership, intake, clinical meetings to support program needs
- Facilitate trainings for year-round evening program staff
- Assess and adjust program schedules as needed to best serve needs of youth we serve
- Manage program budget and P-Card expense reports

Program Manager – Connection Program Feb. 2019 – Aug. 2020

Wediko School, Windsor, NH

- Created, implemented and maintained program structures and expectations with fidelity
- Assisted with hiring and training of new employees
- Provided weekend leadership and organization
- Created staffing schedules and assessed various program needs and advocated to get those needs met

Extended School Year Counselor, Summer 2019

Methuen School District, Methuen, MA

- Will provide social skills groups and interventions to K-12+ students with Autism Spectrum Disorder, Oppositional Defiant Disorder and Developmental Disabilities
- Organize, plan, and implement groups to meet the goals of each students' IEP
- Collaborate with classroom teachers, OT, and PT to provide services to students in need
- Reinforce Social Thinking curriculum and Zones of Regulation in relation to helping students identify and utilize coping skills
- Respond to support calls and assist with de-escalation of students in crisis

Student Support Counselor, Aug. 2017 – July 2019

ConVal High School, Peterborough, NH

- Provide counseling services to identified students
- Provide support and counseling to students grades 9-12
- Assess and respond to students in crisis
- Meet individually with students to support social/emotional struggles
- Assess and respond to suicidal ideation
- Re-wrote suicide protocol for school district
- Became certified Youth Mental Health First Aid trainer and trained new staff at CVHS and stakeholders in the community
- Connect students and families with outside resources (counseling)
- Member/Facilitator of Student Support Team
- Member of Substance Use Coalition
- Assist students with conflict resolution and peer mediation
- Facilitated group for Transgender students

- Organized and scheduled counselor presentations in Health & Wellness classes re: suicide
- Collaborated with community resources to bring speakers to school re: vaping and sexual assault

Clinical Supervisor, Aug. 2015 –Aug. 2017

Wediko Children's Services – Windsor, NH

- Supervise a dorm of 11 adolescent boys with complex diagnostics profiles at residential treatment facility.
- Provide group, individual, and family therapy.
- Provide on-call supervision in response to campus and family needs/crises.
- Provide supervision and training to clinical team.
- Conduct interviews and aid with hiring.
- Initiate and implement treatment and discharge plans.
- Provide ongoing case management to students and their families.
- Facilitated quarterly progress meetings and annual IEP reviews.

School Counseling Intern, Aug 2014-Apr 2015

Conant High School – Jaffrey, NH

Jonathan Daniels Elementary School – Keene, NH

- Regularly met with and counseled students over the course of internship placements.
- Counseled students individually and assisted in classroom guidance lessons.
- Spent over 200 hours at Group Counseling internship placement (10 hours were required) facilitating groups on grief and loss, girls' groups, and meeting individually with students as assigned.
- Connected/referred students to outside mental health agencies as necessary.
- Prepared and presented a power point presentation about the college search and enrollment process.
- Cultivated numerous relationships with students of varying backgrounds and emotional/behavioral needs.
- Attended IEP and 504 meetings with teachers, parents, and administrators

Behavioral Specialist, Sept. 2013-Oct 2013 and Jan. 2014-Feb. 2014

Conant High School - Jaffrey, NH

Long-term Substitute

- Provided academic remediation to identified special education students.
- Provided direct coaching for students diagnosed with social/emotional disabilities.
- Responsible for instituting various strategies and positive behavior supports for students with behavior issues.
- Collaboration and consultation with classroom teachers regarding classroom management techniques.
- Provided crisis intervention and counseling for at-risk students.

Physical Education Teacher, July 2010 – June 2013

Alvirne High School -Hudson, NH

- Generated lesson plans and instructed various aerobic and anaerobic activities.
- Developed meaningful connections with students who were reluctant to engage in any physical activities.
- Responsible for maintaining a high level of order and discipline by creating an environment with clear expectations and consistency in a setting that allows students to move freely though a large amount of open space.

Education

Education/Licensure

Master of Education School Counseling – Keene State College

August 2015

Capstone Research: The History of School Counseling

Bachelor of Science Physical Education – Plymouth State University

August 2006

Health Minor

Robert Quinn

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Work Experience

Assistant Vice President of Congregate Care

The Home for Little Wanderers - Boston, MA
May 2021 to Present

In my current role as Assistant Vice President of Congregate Care, I support and lead the agency's portfolio of congregate care programs and therapeutic schools in Massachusetts and New Hampshire. I directly supervise Program Directors and other high-level departmental staff in a division whose revenue exceeds \$40M. I have significantly supported the growth of the division's sole outpatient program, Out at Home, from a 3-client, .25FTE program to a robust 7FTE program with a Clinical Director, securing \$125,000 in annual HEALS grant funding, \$425,000 annual SAMHSA funding and partnerships with Boston University, Martha's Vinyard Community Health Center, Northeastern University's Employee Assistance Program and others. This program won the Provider's Council Innovation Award in 2023. I have directly recruited over 30% of new division leaders since taking this role. I supported the spend-down of over \$4M in federal funding between ARPA and EAASES programs and have presided over a significant reduction in staff turnover year-over-year since 2020. I have supported the redesign of the division's compensation structure to ensure employees have room to grow and that the agency remains at the top of the field.

Senior Director of Congregate Care

The Home for Little Wanderers - Boston, MA
March 2020 to May 2021

In my role as Senior Milieu Director with The Home, I oversaw all milieu-based services within the Congregate Care division, supporting a team of Directors of Milieu Services and Milieu Directors in providing competent care to youth in alignment with best practices of the field, the principles of trauma-informed care and the agency's values. I partnered with other agency leadership to reprocure the agency's contracts with the Department of Mental Health and the Department of Children and Families and developed and supported the implementation of new policies and practices that aligned with those new contracts.

Director of Residential Services

Italian Home for Children - Jamaica Plain, MA
October 2018 to March 2020

In my role as Director of Residential Services with the Italian Home for Children, I managed our group home and CBAT programs, supervising all department management and overseeing all programming and operations. In a year and a half, I took a residential department who voluntarily lowered census due to poor program quality to one that has expanded census. I built the infrastructure to fully implement the MAP program for medication administration. I dismantled and reassembled staff schedules to support a team concept and enhance professional development, implemented a highly successful new meeting structure and reduced total staffing hours, eliminating wasteful staffing. I rebuilt a departmental leadership structure that aligned with best practices in the industry and filled 80% of new department leadership positions within two months. I built a Leadership Academy for direct-care staff who aspired to leadership positions in order to support retention efforts and to allow staff to walk into leadership roles having hands-on leadership training. I wrote a behavior support curriculum that aligns with agency values and evidence-based practices within the field.

Assistant Director of Residential Services

Brandon Residential Treatment Center - Natick, MA
November 2013 to June 2018

As the Assistant Director of Residential Services, I oversaw residential operations of seven residential programs with varying service deliveries. I provided direct supervision to twenty management-level employees and oversee c. 150 full-time and relief employees. I was a member of our Roster Review team and played an instrumental role in the implementation of our new overarching treatment model, CARE. I wrote various agency policies, most notably, our

direct supervision protocols and our Brandon's new work study policy which will be in compliance with federal work study requirements and save the agency just over \$20,000/year. I participated in recruiting, interviewing and hiring human capital; since becoming a part of the Brandon team, full-time staffing was just over 75%, up from 51%. As a Risk Management Officer, I sat on Risk Management, Restraint Reduction and Human Rights committees.

Summer Camp/After School Director

St. Stephen's Youth Programs - Mattapan, MA
April 2012 to October 2013

With B-SAFE, I was responsible for providing leadership and support to all 30 staff on site, including Lead Teachers, Specialists, Teen Staff and a Site Assistant. I Worked with specialists to ensure curriculum matched up with program values and themes and that curriculum was both skill-building and project- based, I partnered with more than one hundred volunteers to create a mutually beneficial experience. I communicated with parents and guardians on a daily basis. I also provided training for all Site Directors, Teen Staff Coordinators and Academic Administrators around cross-cultural communication and created a grade-specific fitness curriculum for all eight B-Safe site and trained all fitness specialists in the most effective ways of facilitating that curriculum

Program Director

Area IV Youth Center - Cambridge, MA
October 2012 to February 2013

At Area IV Youth Center, I worked with available resources to provide quality programming for young people in two afterschool programs (60 total youth) with the City of Cambridge. I developed curriculum for staff-implemented 8-week workshops as well as built partnerships with outside resources, including the Harvard School of Engineering and Applied Sciences, to enhance opportunities for our youth. Starting from scratch, I built a structure for two programs including daily skeleton schedules, staff expectations and development around building and implementing curriculum that is age appropriate, perspective broadening and skill building including both multi-week workshops and one-time activities and I planned and executed a Saturday MLK Symposium, Barbecue and 3on3 Basketball Tournament with nearly 100 youth participants

Director of Corporate Rowing Program/Rowing Coach

Three Rivers Rowing Association - Pittsburgh, PA
January 2009 to August 2012

As the Corporate Rowing Program Coordinator with Three Rivers Rowing Association, my primary function was creating a positive experience for thirty corporate teams who row Monday-Thursday, managed a budget of over \$75,000/year, collected payment, waivers and swim test forms for each of 300+ participants, created and maintained an excel database with pertinent information for every participant, shopped and maintained food and drink inventory throughout each week, worked with coaches to create weekly training plans for Beginner, Intermediate and Advanced teams, ensured payment to independent contractors such as coaches and coxswains

Program Coordinator

PLAYWORKS! Education Energized - Dorchester, MA
September 2011 to June 2012

With Playworks, I created and implemented a curriculum for social-emotional learning based on games and activities also meant to enrich students' life-skills base; facilitated three classes at the Oliver Wendell Holmes Elementary School and two as a part of the Achieve! After-School Program each day, and recruited/coached at-risk girls basketball and volleyball team

Night Monitor Supervisor

Pauline Auberle Foundation - McKeesport, PA June
2010 to September 2011

At Auberle, I performed a number of administrative duties, including quarterly performance appraisals for all seventeen staff under my supervision, created short-term and long-term goals for each employee, constructed weekly schedules, interviewed and hired employees, ensured employees remained in compliance with Auberle training mandates and held biweekly staff meetings, provided leadership on the floor and made certain that all students made it to school on time and ready to learn

Post-Grad Program Director

Project Morry - Glen Spey, NY June

2005 to August 2009

During the summer, as Post-Grad Program Director/Associate Community Coordinator, I planned and coordinated special events, daily evening activities, and general program. I created the master schedule for the Post-Grad Program, managed and supported a program staff of more than twenty individuals and worked with program staff to create a progressive skill-building curriculum in each program area. I also managed cabin faculty and aided in the creation of strong child support systems.

Education

MBA

Western Governor's University – Salt Lake City, UT

2022-Present

BS in Political Science

La Salle University - Philadelphia, PA

2004 to 2010

Certifications and Licenses

First Aid CPR AED Instructor

November 2016 to November 2020

Certified to teach National Safety Council First Aid, CPR and AED Class

Medication Administration Program(MAP)

February 2016 to February 2022

Certified to pass medication through MAP Program.

CARE Instructor

June 2015 to Present

I am trained to teach the Children and Residential Experiences(CARE) treatment model, certified through Cornell University.

Autumn Nall

Social Services Professional- Customer Service Representative-Child Care Provider

Dedicated personal-care professional with specialization in child development and relations. Able to develop rapport with a diverse groups of individuals and maintain poise under pressure. Strong administrative competencies handling time sensitive information and confidential records; and maintaining a high degree of professionalism over the phone or in person. Skilled in research, human resources, and interpersonal relationships.

▪ Relationship Management	▪ Customer Service	▪ Analytical & Problem Solving Skills
▪ Mediation Skills	▪ Event Planning	▪ Curriculum Development
▪ CPR/First Aid Certified	▪ Child Development	▪ Nutritional/Exercise Science
▪ Research	▪ Human Resources	▪ Microsoft Office Advanced Skill
▪ Public Speaking	▪ 55 WPM	▪ Scout troop leader
▪ MCOC Clerk	▪ PTA Clerk	
	▪ CRSW	

WORK EXPERIENCE

THE HOME FOR LITTLE WANDERERS- PROGRAM DIRECTOR 07/2022-PRESENT

- Supervise Residents
- Supervise and coordinate a team
- Provide tactical redirection
- Advocate for the needs of clients and the program
- collaborate with appropriate team members and state workers.
- Fill out appropriate paperwork
- Communicate within a team

Kathy Ireland Recovery Center- Business Development lead, IOP Coordinator 6/2021-9/2022 Laconia NH

- Connect families to resources
- Attended CAST meetings (Community and Schools Together)
- Advocate for parents regarding IEP and Referrals
- Organized and implemented Ages and Stages Questionnaire (ASQ)
- Planned and implemented curriculum for the Preschool
- Organized family oriented events

WestBridge Dual Diagnosis Treatment. Case Worker- Admissions Team Lead 2016-2022 Manchester NH

- Fill out appropriate paperwork
- Communicate within a team
- Provide support to clients
- Coordinate care with Families and outside providers.
- Develop and write Bio Psych Socials for incoming admissions, present to the larger team.
- advocate for the needs of the families and clients
- Vice President Risk Management Committee
- Coffee group program director.

EDUCATION

Autumn Nall



National Exercise Trainers Association

Pilates Mat Certification
Personal Trainer Certified

2012-2013

Masters of Human Services

Capella University, Minneapolis, MN
Date of Graduation: Sept 2011

2010-2011

Bachelors of Arts, Sociology

Concentration in Women's Studies
Keene State College, Keene, NH

2006-2009

CONTRACTOR NAME
The Home for Little Wanderers
Hillsborough Village Apartments
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew McCall	Vice President of Community Programs	\$125,107.87	10%	\$12,510.78
Joshua Grant	Senior Director of TAY Services	95,000	20%	19,000
Autumn Nall	Program Director	70,000	100%	70,000

CONTRACTOR NAME
The Home for Little Wanderers
Keene House
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew McCall	Vice President of Community Programs	\$143,000	10%	14,300
Cathy O'Leary	Vice President of Congregate Care	\$157,000	15%	23,550
Robert Quinn	Assistant Vice President of Congregate Care	\$117,750	15%	17,662

CONTRACTOR NAME
The Home for Little Wanderers
Unity House
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew McCall	Vice President of Community Programs	\$143,000	10%	14,300
Cathy O'Leary	Vice President of Congregate Care	\$157,000	15%	23,550
Robert Quinn	Assistant Vice President of Congregate Care	\$117,750	15%	17,662

CONTRACTOR NAME
The Home for Little Wanderers
Wediko
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew McCall	Vice President of Community Programs	\$143,000	10%	14,300
Cathy O'Leary	Vice President of Congregate Care	\$157,000	15%	23,550
Robert Quinn	Assistant Vice President of Congregate Care	\$117,750	15%	17,662
Betsy Oswalt	Program Director	\$95,000	70%	66,500
Toby Iselin	Program Director	\$97,000	30%	29,100

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibillette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
Total:		\$49,969,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted;



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewer Name and Title

1. Robert Rodier, Administrator for DCYF

2. Richard Sarette, Administrator for DCYF

3. Shawn Blakey, Program Specialist IV, CBH

4. Paige Morgan, Youth Voice

5. Tanja Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanja Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RES-D		
LEVEL OF CARE	Proposed Name	Option/Program	TOTAL SCORE
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Easter Seals	RJ Boys - Intensive	85
3	Easter Seals	Landstar - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	RJ Kid - Intensive	80
6	Home for Life Wanderers	Wendy	73
7	Maver ABI (NeuroRecovery)	Maver	83
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Plac	84
10	Mount Prospect Academy, Inc.	Option A PS9 Rumney	84
11	Mount Prospect Academy, Inc.	Option A Burris Pym	84
12	Mount Prospect Academy, Inc.	Option C Carl Hampton	85
13	Mount Prospect Academy, Inc.	Option C Carl Pym	86
14	Mount Prospect Academy, Inc.	Option D Sale Carr Sampson	86
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	ERP	85
17	Spaulding Academy & Family Services	NSP	85
18	Spaulding Academy & Family Services	USP	80
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Steele School, Inc.	Steele	83
22	Vermont Permanency Initiative, Inc.	Vermont	81
23	Whitney Academy Inc.	Option A	81

Reviewer's Name and Title

- 1 Amy Lambert, Program Specialist IV, CBH
- 2 Phyllis Powell, Program Specialist IV, CBH
- 3 Kathleen Tabak, Program Specialist IV, CBH
- 4 Jessica Krasnow, Administrator, DCYF
- 5 Kim Leonard, Administrator, Finance
- 6 Robert Leroux, Assistant Executive Adm.



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	80
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anna Home, Inc.	Option B CBAT	81
6	St. Anna Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Ungress, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tariq Godfredson, Business Administrator, Finance
- 6 Elizabeth Lalonde, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

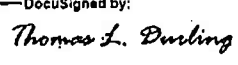
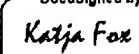
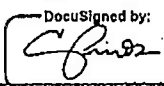
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Home for Little Wanderers, Inc.		1.4 Contractor Address 10 Guest Street, Boston, MA 02135	
1.5 Contractor Phone Number (857) 208-0994	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$19,903,207.01
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/25/2021		1.12 Name and Title of Contractor Signatory Thomas L. Durling CFO	
1.13 State Agency Signature DocuSigned by:  Date: 6/25/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/25/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 Contractor Initials
 Date 6/25/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders; and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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Contractor Initials

Date 6/25/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 6/25/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed, accredited and certified. Those that are not currently licensed, accredited and certified, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on-board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/or their prioritized treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
 - 1.14.3.2. Crisis Prevention Institute (CPI),
 - 1.14.3.3. Professional Crisis Management (PCM),
 - 1.14.3.4. Mandt,
 - 1.14.3.5. Handle with Care, or
 - 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
- 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family-driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
 - 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
 - 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

- 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals.
- 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
- 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
- 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
- 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

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1.23. Aftercare

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

- 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
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Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)	The Home Hillsborough Village Apartments	In/Near Hillsborough, Manchester, Keene, and Concord	12	N/A
Reserved				
Level of Care 2, Intermediate Treatment	The Home Keene House (Boys Group Home) abb KH	Keene, NH or near	12	N/A
Level of Care 2, Intermediate Treatment	The Home Unity House (LGBTQ + specialized program) UH	Rockingham County	12	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Home Wediko School Abb. Wediko	Hillsborough, NH	28	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)

2.4.1. The Contractor shall provide residential treatment Level of Care 1, Supportive Community Level Treatment, Independent Living Supervised Apartments (1A) in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.4.1.1. provide the maximum amount of community integration and Independent Living to an individual with minimal supports

2.4.2. The Contractor shall provide services to the individuals in this type of treatment setting for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but is not limited to:

2.4.2.1. Minimal supports in the community;

2.4.2.2. Case Management;

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- 2.4.2.3. Supervision;
- 2.4.2.4. Vocational Training;
- 2.4.2.5. Medication Monitoring, as clinically indicated; and
- 2.4.2.6. Crisis Intervention.

2.4.3. Staffing

- 2.4.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C. 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.4.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.4.3.2.1. One Family Worker or Case Manager for every 8 youth or young adult;
 - 2.4.3.2.2. Optional Direct Care Staff as needed for support or as the program designs; and
 - 2.4.3.2.3. Access to on-call support.

2.4.4. Supported Visits

- 2.4.4.1. Supported visits are not required of this program level.
- 2.4.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.
- 2.4.4.3. The Contractor may provide family visits in appropriate space(s); which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.4.5. Educational Services

- 2.4.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.
- 2.4.5.2. The Contractor shall connected the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

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2.4.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with but not limited to:

- 2.4.5.3.1. Transitional Services.
- 2.4.5.3.2. Vocational Services.
- 2.4.5.3.3. Formal Education.
- 2.4.5.3.4. Training Programs.
- 2.4.5.3.5. Independent Living Skills.

2.4.6. Transportation

2.4.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

- 2.4.6.1.1. Court Hearings.
- 2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.4.6.1.4. Recreation (clubs, sports, work).

2.4.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

- 2.4.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.4.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.4.6.2.3. Purchasing public transportation passes.
- 2.4.6.2.4. Paying for cab fare.
- 2.4.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.4.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.4.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

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- 2.4.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
- 2.4.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.4.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.4.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

- 2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:
 - 2.6.1.1. Residential treatment and community based services based on the individual's unique needs.
 - 2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.
- 2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

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- 2.6.2.1. Safe environment
- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8

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2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

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- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual; or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

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- their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
 - 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

- 2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of

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residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

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2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family ~~at the~~

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Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

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2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

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- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)

3.2.1. The Home Hillsborough Village Apartments

3.2.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing	Ratio- Department
		1:2

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	Requirements	Approved Variation
Direct Care 1st shift	Optional Direct Care	1:6
Direct Care 2nd shift	Optional Direct Care	1:6
Direct Care Overnight	Not Required	1:8
Clinical Ratio	Not Required	1:8
Family Worker	1:8	Not Allocated (see Clinical)
Family Therapist	Not Required	Not allocated
Transportation	Not Required	Not Required
Case Manager	Not required	Not required
Board certified behavioral analyst (BCBA)	Not Required	Not Required
Nursing Staff	Not Required	Not Required
Psychiatrist	Not Required	Not Required
Psychologist	Not Required	Not Required
Medical Doctor, APRN	Not Required	Not Required
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.2.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.2.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.2.1.2.3. Neurobehavioral needs;
- 3.2.1.2.4. Maternity;
- 3.2.1.2.5. Gender Identity;

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. The Home Keene House

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3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:6
Clinical Ratio	1:10	1:6
Family Worker	1:8	Not allocated
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:24
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not Allocated
Clinical Coordinator	Not required	1:6
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, ⁰⁵ ~~by~~ ~~be~~

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determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.4.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.1.2.3. Neurobehavioral needs;
- 3.4.1.2.4. Gender Identity;
- 3.4.1.2.5. Aggressive behavior;
- 3.4.1.2.6. Episodes Moderate Self-Injurious Behaviors;
- 3.4.1.2.7. Fire Setting
- 3.4.1.2.8. Problematic Sexual Behavior
- 3.4.1.2.9. Eating Disorder

3.4.2. The Home Unity House

3.4.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:6
Clinical Ratio	1:10	1:6
Family Worker	1:8	Not allocated
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:24
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Clinical Coordinator	Not required	1:6
	* Not required	

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	indicates that a specific position/personnel was not required or as a ratio	
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3.4.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.2.2.1. Intellectual and Developmental Disability (IDD);
- 3.4.2.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.2.2.3. Gender Identity;
- 3.4.2.2.4. Episodes Moderate Self-Injurious Behaviors;
- 3.4.2.2.5. Problematic Sexual Behavior
- 3.4.2.2.6. Eating Disorder

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. The Home Wediko School

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	Not allocated to residential
Direct Care 2nd shift	Milieu 1:3	1:4
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:10
Clinical Ratio	1:8	1:7 6 FTE (see 3.5.1.1.1)
Family Worker	1:8	Not allocated
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	1:21
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite	1:25 (2.25 FTE)

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	regularly	
Psychiatrist	Availability of prescriber or psychiatry on site	Not allocated
Psychologist	Availability of prescriber or psychiatry on site	1:42
Medical Doctor, APRN	Not Required	1:42
Admissions	Not Required	3 FTE
Clinical Director	Not Required	1:56
Clinical trainer	Not Required	1:21 (2 FTE)
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.1.1. The above clinical ratio reflects a total clinical ration of 1:5

3.5.1.1.1.1. 7 clinicians inclusive of the Dorm Clinicians and Clinical Director and

3.5.1.1.1.2. Clinical Trainer also carries family cases

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.1.2.1. Intellectual and Developmental Disability (IDD);

3.5.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);

3.5.1.2.3. Neurobehavioral needs;

3.5.1.2.4. Gender Identity;

3.5.1.2.5. Aggressive behavior;

3.5.1.2.6. Episodes Moderate Self-Injurious Behaviors;

3.5.1.2.7. Fire Setting

3.5.1.2.8. Problematic Sexual Behavior

3.5.1.2.9. Eating Disorder

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

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4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)

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Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions

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5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

- 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> ◦ % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] ◦ Median time from referral to acceptance ◦ Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> ◦ % of treatment meetings where youth participates ◦ % of treatment meetings where caregiver participates ◦ Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> ◦ % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) ◦ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports

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- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals

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who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by

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the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$1,007,999.01 shall be provided to the Contractor, for the expenses incurred to launch/expand services based on the start-up budgets specified in Ex C-1 to C-3. Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
- 5. For the purpose of this agreement, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 5.1.

Program - Hillsborough Village Apartments	
Residential for eligible youth per day	\$129.98
Program - Keene House	
Residential for IEP eligible youth per day	\$354.29
Residential Non-IEP eligible youth per day	\$354.29
Program - Unity House	
Residential for IEP eligible youth per day	\$354.17

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Residential Non-IEP eligible youth per day	\$354.17
Program - Home Wediko School	
Residential for IEP eligible youth per day	\$387.25
Residential Non-IEP eligible youth per day	\$387.25

- 5.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.
- 5.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
- 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:
- 5.5.1. Sub-total: \$18,895,509
- 5.5.2. SFY 22: \$6,298,503
- 5.5.3. SFY 23: \$6,298,503

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 5.5.4. SFY 24: \$6,298,503
- 5.6. The Department may review rates every two years as it coincides with the State's biennium budget and may consider rate adjustments.
- 6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
- 7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs			
Basic Information			
Agency Name	The Home for Little Wanderers Level 1		
Start-up costs	Line Item	Amount requested	Notes (if needed)
	Personnel costs	\$ 42,666.67	
	Supervisors/managers	22,500.00	
	Frontline caseworkers	17,166.67	
	Coordination or administrative support		
	CQI, QA specialists and/or data analysts		
	Other personnel costs	3,000.00	Support staff and program consultant
	Program facilities	\$ 62,200.00	
	Lease	34,200.00	
	Maintenance and utilities	18,000.00	Set-up costs and utilities
	Other facility costs	10,000.00	Office set-up
	Program materials and supplies	\$ 17,000.00	
	EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
	Recruitment, hiring, on-boarding materials	5,000.00	
	Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
	Staff transportation	\$ 7,000.00	
	Mileage	5,000.00	Travel for training and program set-up
	Gas		
	Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
	EBP or program model-specific expenses	\$ 7,000.00	
	Program license or other fees	1,000.00	
	Program training (initial)	3,000.00	Initial training in TCI, DBT, MI and EO2
	Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
	Systems costs related to program	\$	
	Technology for data collection, reporting		
	Other systems		
	Consulting and sub-contracting	\$	
	Consulting		
	Sub-contracting		
	Equipment	\$ 94,000.00	
	Vehicles		
	Furniture	90,000.00	
	Technology Equipment	4,000.00	
	Other Equipment		
	Telecommunication	\$ 3,500.00	
	Phones/Walkie Talkies	2,000.00	
	Internet Service	1,500.00	
	Other Telecommunication		
	Client Provisions	\$	
	Food		
	Clothing/Hygiene		
	Other Client Provisions		
	All other start-up costs	\$	
	Total start-up costs:	\$ 233,366.67	

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Exhibit C-2 Budget Template for Start-up Costs

Start-up costs anticipated, for residential treatment programs		
Basic Information		
Agency Name	The Home for Little Wanderers Level 2 - Keene House	
Start-up costs		
Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ 157,000.00	
Supervisors/managers	90,000.00	
Frontline caseworkers	55,000.00	
Coordination or administrative support		
COI, QA specialists and/or data analysts		
Other personnel costs	12,000.00	Support staff and program consultant
Program facilities	\$ 51,499.00	
Lease	19,500.00	
Maintenance and utilities	21,999.00	Set-up costs and utilities
Other facility costs	10,000.00	
Program materials and supplies	\$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	\$ 4,500.00	
Mileage	2,500.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	\$ 16,000.00	
Program license or other fees	3,000.00	
Program training (initial)	10,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 138,166.67	
Vehicles	4,166.67	
Furniture	120,000.00	
Technology Equipment	12,000.00	
Other Equipment		
Telecommunication	\$ 5,000.00	
Phones/Walkie Talkies	3,500.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 387,165.67	

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Exhibit C-3 for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic information		
Agency Name	The Home for Little Wanderers Level 2 - Unity House	
Start-up costs	Line Item	Amount requested
		Notes (if needed)
Personnel costs		\$ 157,000.00
	Supervisors/managers	90,000.00
	Frontline caseworkers	55,000.00
	Coordination or administrative support	
	CQI, QA specialists and/or data analysts	
	Other personnel costs	12,000.00
		Support staff and program consultant
Program facilities		\$ 51,499.00
	Lease	19,500.00
	Maintenance and utilities	21,999.00
	Other facility costs	10,000.00
		Set-up costs and utilities
Program materials and supplies		\$ 17,000.00
	EBP or program model-specific materials	5,000.00
	Recruitment, hiring, on-boarding materials	5,000.00
	Other program materials/supplies	7,000.00
		CBT, TCI, MI and DBT
		Bedding, supplies, initial food orders, etc.
Staff transportation		\$ 4,500.00
	Mileage	2,500.00
	Gas	
	Other staff transportation	2,000.00
		Travel for training and program set-up
EBP or program model-specific expenses		\$ 16,000.00
	Program license or other fees	3,000.00
	Program training (initial)	10,000.00
	Other EBP or program model costs	3,000.00
		Initial training in TCI, DBT, MI and EQ2
		Initial incentive and recreation supplies
Systems costs related to program		\$
	Technology for data collection, reporting	
	Other systems	
Consulting and sub-contracting		\$
	Consulting	
	Sub-contracting	
Equipment		\$ 136,166.67
	Vehicles	4,166.67
	Furniture	120,000.00
	Technology Equipment	12,000.00
	Other Equipment	
Telecommunication		\$ 5,000.00
	Phones/Vehicle Talkies	3,500.00
	Internet Service	1,500.00
	Other Telecommunication	
Client Provisions		\$
	Food	
	Clothing/Hygiene	
	Other Client Provisions	
All other start-up costs		\$
Total start-up costs		\$ 387,165.67

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR 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.

Vendor Name:

6/25/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/25/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO

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Vendor Initials

Date 6/25/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/25/2021

Date

DocuSigned by:
Thomas L. Durling
Name: Thomas L. Durling
Title: CFO

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New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/25/2021

Date

DocuSigned by:
Thomas L. Durling
 Name: Thomas L. Durling
 Title: CFO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials DS
TLD

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/25/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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- 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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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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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. TLD



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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I:

Department of Health and Human Services

The State by: Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/25/2021

Date

The Home for Little Wanderers

Name of the Contractor

Thomas L. Durling

Signature of Authorized Representative

Thomas L. Durling

Name of Authorized Representative

CFO

Title of Authorized Representative

6/25/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/25/2021

Date

DocuSigned by:

Thomas L. Durling

Name: Thomas L. Durling

Title: CFO

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Contractor Initials

Date 6/25/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 0795272710000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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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Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices; such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately; at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Nashua Children's Home ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 18,748,166
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days.

The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 4.1., to read:

4.1 For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 4.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

4.1.1.

Program – Children’s Home Level 2	
Residential for eligible youth per day until 6/30/2023	\$329.93

Program – Children’s Home Level 2	
Residential for eligible youth per day effective	\$422.18

4.1.2. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

- 4.5.1. Sub-total: \$18,748,166.00
- 4.5.2. SFY 22: \$3,268,320.00
- 4.5.3. SFY 23: \$3,268,320.00
- 4.5.4. SFY 24: \$6,105,763.00
- 4.5.5. SFY 25: \$6,105,763.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1 ,2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023

Date

DocuSigned by:
Katja S. Fox
2A0EEC7D61684E3

Name: Katja S. Fox

Title: Director

Nashua Children's Home

11/22/2023

Date

DocuSigned by:
Dave Villiotti
4F2819D311CF4E5

Name: Dave Villiotti

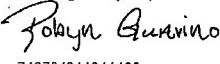
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023

Date

DocuSigned by:

748734844941400...

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA CHILDREN'S HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 04, 1903. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61867

Certificate Number: 0006329314



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jonelle Rexenes, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Nashua Children's Home.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 21, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That David Villiotti, Executive Director and/or Lori Wilshire, Business Manager (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Nashua Children's Home to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 21, 2023

Jonelle Rexenes Signature of Elected Officer
Name: Jonelle Rexenes
Title: Secretary

MISSION STATEMENTS

VFW Mission Statement:

To foster camaraderie among United States veterans of overseas conflicts. To advocate on behalf of all veterans.

Child Assault Prevention

The mission of Child Assault Prevention (CAP) is to instill proper techniques and knowledge to young children susceptible to the dangers of child assault. CAP will work hands on with children in schools throughout the nation, and through skillful role-play, demonstrate ways children can stay safe, strong and free

mission Statement for Jaffrey Head Start:

To prepare children in fine motor skills and learning for those getting ready to enter kindergarten. Accomplish a sense of community interaction with parents used for resources needed. Provide a safe structured classroom setting for children to explore learning and peer interactions.

Veterans of Foreign Wars

The VFW is committed to recognizing the sacrifices made by veterans returning from combat, and to providing them with a network to help with the problems of assimilating back into the civilian sector. The VFW also plays a role in advocating on behalf of veterans to ensure they receive the benefits and healthcare they deserve.

Nashua Soup Kitchen & Shelter

The Nashua Soup Kitchen and Shelter is dedicated to providing those in need with food, shelter and toiletries for everyday life. The Nashua Soup Kitchen and Shelter warms the hearts of those who have no one and creates a safe place to look for help when in need. The Nashua Soup Kitchen and Shelter has shelter to offer those without. The Nashua Soup Kitchen and Shelter provides outreach to the Latino community and employment opportunities to those in the shelter. The Nashua Soup Kitchen and Shelter provides transitional living to those who reside in the shelter.



NASHUA CHILDREN'S HOME

Financial Statements
For the Year Ended June 30, 2022

(With Independent Auditor's Report Thereon)

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Statement of Functional Expenses	6
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Nashua Children's Home

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Nashua Children's Home, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Nashua Children's Home as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nashua Children's Home and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, in the year ending June 30, 2022, Nashua Children's Home adopted new accounting guidance, Accounting Standards Update 2020-07, *Contributed Nonfinancial Assets*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nashua Children's Home's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Nashua Children's Home's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.



- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nashua Children's Home's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Nashua Children's Home's fiscal year 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 17, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2023 on our consideration of Nashua Children's Home's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Nashua Children's Home's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads 'Melanson'.

Merrimack, New Hampshire
March 23, 2023

NASHUA CHILDREN'S HOME

Statement of Financial Position

June 30, 2022

(with comparative totals as of June 30, 2021)

	2022		2022 Total	2021 Total
	Without Donor Restrictions	With Donor Restrictions		
Assets				
Current Assets:				
Cash and cash equivalents	\$ 673,499	\$ 155,872	\$ 829,371	\$ 1,414,714
Accounts receivable	226,338	-	226,338	237,446
Grants receivable	19,942	-	19,942	13,768
Prepaid expenses	39,796	-	39,796	19,728
Total Current Assets	959,575	155,872	1,115,447	1,685,656
Noncurrent Assets:				
Investments	4,036,291	52,648	4,088,939	4,792,928
Property and equipment, net	895,373	-	895,373	928,209
Total Noncurrent Assets	4,931,664	52,648	4,984,312	5,721,137
Total Assets	\$ 5,891,239	\$ 208,520	\$ 6,099,759	\$ 7,406,793
Liabilities and Net Assets				
Current Liabilities:				
Accounts payable	\$ 49,585	\$ -	\$ 49,585	\$ 3,838
Accrued payroll and related liabilities	318,222	-	318,222	567,332
Incurred but not yet reported health claims	252,086	-	252,086	172,260
Other liabilities	-	-	-	1,350
Total Current Liabilities	619,893	-	619,893	744,780
Notes Payable - City of Nashua	755,000	-	755,000	755,000
Total Liabilities	1,374,893	-	1,374,893	1,499,780
Net Assets:				
Without Donor Restrictions:				
Undesignated	480,055	-	480,055	950,157
Board-designated	4,036,291	-	4,036,291	4,739,709
With Donor Restrictions:				
Time and purpose restricted	-	173,520	173,520	182,147
Perpetual endowment	-	35,000	35,000	35,000
Total Net Assets	4,516,346	208,520	4,724,866	5,907,013
Total Liabilities and Net Assets	\$ 5,891,239	\$ 208,520	\$ 6,099,759	\$ 7,406,793

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Statement of Activities
For the Year Ended June 30, 2022
(with summarized comparative totals for the year ended June 30, 2021)

	2022		2022 Total	2021 Total
	Without Donor Restrictions	With Donor Restrictions		
Revenue and Support				
Revenue:				
Board and care	\$ 4,283,300	\$ -	\$ 4,283,300	\$ 4,039,103
School tuition	658,684	-	658,684	903,157
Investment income (loss), net	(703,323)	(571)	(703,894)	965,517
Rental revenue	26,319	-	26,319	17,036
Other revenue	41,139	-	41,139	539
Support:				
Contributions	503,425	86,300	589,725	619,644
Government grants	103,004	-	103,004	1,064,774
In-kind contributions	21,388	-	21,388	45,455
Net Assets Released From Restrictions	<u>94,356</u>	<u>(94,356)</u>		
Total Revenue and Support	5,028,292	(8,627)	5,019,665	7,655,225
Expenses				
Program Services:				
Residential program	4,037,303	-	4,037,303	3,733,528
Educational program	845,391	-	845,391	940,709
Independent living	112,447	-	112,447	82,096
Transitional living	<u>122,979</u>	<u>-</u>	<u>122,979</u>	<u>98,100</u>
Total Program Services	5,118,120	-	5,118,120	4,854,433
Supporting services:				
General management	1,042,975	-	1,042,975	881,656
Fundraising	<u>40,717</u>	<u>-</u>	<u>40,717</u>	<u>47,255</u>
Total Supporting Services	<u>1,083,692</u>	<u>-</u>	<u>1,083,692</u>	<u>928,911</u>
Total Expenses	<u>6,201,812</u>	<u>-</u>	<u>6,201,812</u>	<u>5,783,344</u>
Change in Net Assets	(1,173,520)	(8,627)	(1,182,147)	1,871,881
Net Assets, Beginning of Year	<u>5,689,866</u>	<u>217,147</u>	<u>5,907,013</u>	<u>4,035,132</u>
Net Assets, End of Year	<u>\$ 4,516,346</u>	<u>\$ 208,520</u>	<u>\$ 4,724,866</u>	<u>\$ 5,907,013</u>

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Statement of Functional Expenses
For the Year Ended June 30, 2022

(with summarized comparative totals for the year ended June 30, 2021)

	2022									
	Program Services					Supporting Services			2022 Total	2021 Total
	Residential Program	Educational Program	Independent Living	Transitional Living	Total Program Services	General Management	Fundraising	Total Supporting Services		
Personnel Expense:										
Salary and wages	\$ 2,142,451	\$ 402,601	\$ 52,296	\$ 63,040	\$ 2,660,388	\$ 590,686	\$ 29,484	\$ 620,170	\$ 3,280,558	\$ 3,446,160
Employee benefits	1,090,009	287,996	35,765	35,558	1,449,328	129,779	8,771	138,550	1,587,878	1,040,026
Payroll taxes	163,976	31,174	4,005	4,834	203,989	49,332	2,462	51,794	255,783	269,363
Professional fees	25,565	36,541	291	11	62,408	48,534	-	48,534	110,942	98,560
Development and training	3,370	2,848	-	-	6,218	5,660	-	5,660	11,878	4,421
Occupancy expenses	226,946	26,506	7,747	13,450	274,649	68,675	-	68,675	343,324	290,300
Supplies	15,895	2,742	-	-	18,637	36,829	-	36,829	55,466	55,578
Food	107,249	11,385	5,982	-	124,616	-	-	-	124,616	113,835
Equipment maintenance	6,850	1,735	215	216	9,016	2,882	-	2,882	11,898	10,691
Advertising	-	-	-	-	-	20,028	-	20,028	20,028	6,358
Printing	-	-	-	-	-	495	-	495	495	16,645
Telephone	15,580	2,935	382	453	19,350	4,509	-	4,509	23,859	34,611
Postage	4,145	1,077	131	133	5,486	3,565	-	3,565	9,051	5,300
Staff travel	1,874	292	-	-	2,166	1,318	-	1,318	3,484	1,032
Client transportation	11,012	187	23	23	11,245	-	-	-	11,245	5,345
Vehicle maintenance	14,383	2,338	1,479	291	18,491	7,141	-	7,141	25,632	11,367
Other	3,834	2,223	50	50	6,157	25,009	-	25,009	31,166	16,384
Assistance to Individuals:										
Clothing - residence	11,463	-	-	-	11,463	-	-	-	11,463	17,406
Hygiene - residence	5,670	-	-	-	5,670	-	-	-	5,670	2,831
Insurance	83,725	15,733	2,044	2,464	103,966	24,236	-	24,236	128,202	150,734
Depreciation	83,454	15,682	2,037	2,456	103,629	24,157	-	24,157	127,786	140,942
In-Kind expenses:										
Clothing - residence	1,749	-	-	-	1,749	-	-	-	1,749	6,060
Food	2,960	-	-	-	2,960	-	-	-	2,960	3,575
Supplies	15,143	1,396	-	-	16,539	140	-	140	16,679	35,820
Total Expenses By Function	\$ 4,037,303	\$ 845,391	\$ 112,447	\$ 122,979	\$ 5,118,120	\$ 1,042,975	\$ 40,717	\$ 1,083,692	\$ 6,201,812	\$ 5,783,344

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Statement of Cash Flows
For the Year Ended June 30, 2022
(with comparative totals for the year ended June 30, 2021)

	<u>2022</u>	<u>2021</u>
Cash Flows From Operating Activities		
Change in net assets	\$ (1,182,147)	\$ 1,871,881
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	127,786	140,942
Realized (gains) losses	(146,968)	(282,568)
Unrealized (gains) losses	937,674	(642,234)
(Increase) Decrease In:		
Accounts receivable	11,108	(21,681)
Grants receivable	(6,174)	(13,767)
Prepaid expenses	(20,068)	12,075
Increase (Decrease) In:		
Accounts payable	45,747	(98,003)
Accrued payroll and related liabilities	(249,110)	120,255
Incurred but not yet reported health claims	79,826	6,469
Other liabilities	<u>(1,350)</u>	<u> </u>
Net Cash Provided (Used) By Operating Activities	(403,676)	1,093,369
Cash Flows From Investing Activities		
Purchase of fixed assets	(94,950)	(65,187)
Proceeds from sales of investments	1,128,925	1,497,030
Purchases of investments	<u>(1,215,642)</u>	<u>(2,215,746)</u>
Net Cash Used By Investing Activities	<u>(181,667)</u>	<u>(783,903)</u>
Net Change in Cash and Cash Equivalents	(585,343)	309,466
Cash and Cash Equivalents, Beginning of Year	<u>1,414,714</u>	<u>1,105,248</u>
Cash and Cash Equivalents, End of Year	<u>\$ 829,371</u>	<u>\$ 1,414,714</u>

The accompanying notes are an integral part of these financial statements.

NASHUA CHILDREN'S HOME

Notes to Financial Statements For the Year Ended June 30, 2022

1. Organization

Nashua Children's Home (the Organization) is a nonprofit organization established to provide residential care, educational, and family preservation services to Nashua area children who cannot live at home or attend public schools due to a variety of factors. The Organization impacts children's lives through three primary service areas:

- Residential Program – A comprehensive care and service program for New Hampshire children and families. The Residential Program offers a wide range of recreational and social activities on and off grounds. Children are encouraged to utilize the community's recreational and cultural resources.
- Educational Program - Provides services for students with educational disabilities between the ages of 7 and 15. The Educational Program is designed for students who cannot be appropriately educated in less intensive programs within the public schools. The Educational Program is certified by the New Hampshire State Department of Education.
- Independent/Transitional Living Program – Assists young adults in transitioning into self-sufficiency and prevents long-term dependency on the social service system. Housing is provided at a nominal rent, along with continuing staff support and guidance for young adults that have exited the child-protective or juvenile justice system.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Basis of Financial Statement Presentation

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Change in Accounting Principle

ASU 2020-07, Contributed Nonfinancial Assets

In fiscal year 2022, the Organization retrospectively adopted Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The new guidance requires

nonprofit entities to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. The standard also increases the disclosure requirements around contributed nonfinancial assets, including disaggregating by category the types of contributed nonfinancial assets a nonprofit entity has received. Adoption of this standard did not have a significant impact on the financial statements, with the exception of increased disclosure.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectable grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair value in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses,

less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying value of property and equipment is reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2022 or 2021.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

Revenue and Revenue Recognition

Revenue derived from board and care is recognized when the performance obligation of providing the services is met. Board and care revenue is billed twice monthly after the services are provided.

The Organization recognizes revenue from tuition during the year in which the related services are provided to students. The performance obligation of delivering educational services is simultaneously received and consumed by the students; therefore, the revenue is recognized ratably over the course of the academic year. Payment for tuition is required the month prior to when the educational services are provided. Amounts received in advance are deferred and are reported as contract liabilities until the performance obligation of providing those services has been met.

Rental income is recognized monthly when the performance obligation of providing space/housing is satisfied.

The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets, and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair value of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is

reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. The majority of expenses are directly charged to the functional categories. The expenses that are allocated include salary and wages, employee benefits, payroll taxes, occupancy, depreciation, and insurance, which are allocated on the basis of time and effort estimates. Costs related to food and other certain occupancy costs are allocated based on budgetarily approved best estimates.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

Estimates

The preparation of financial statements in conformity with 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. Accordingly, actual results may differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Board of Directors. Although the fair value of

investments are subject to fluctuation on a year-to-year basis, the Board of Directors believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be

capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, were comprised of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 829,371	\$ 1,414,714
Accounts receivable	226,338	237,446
Grants receivable	19,942	13,768
Investments	<u>4,088,939</u>	<u>4,792,928</u>
Total financial assets	5,164,590	6,458,856
Less amounts not available to be used within one year:		
Board-designated endowment	(4,036,291)	(4,739,709)
Net assets with donor restrictions:		
Perpetual endowment - held in investments	(35,000)	(35,000)
Time and purpose restrictions not expected to be met in less than one year	<u>(70,916)</u>	<u>(34,649)</u>
Total financial assets available within one year	1,022,383	1,649,498
Additional liquidity resources:		
Bank line of credit	<u> </u>	<u>250,000</u>
Total financial assets and liquidity resources available within one year	\$ <u>1,022,383</u>	\$ <u>1,899,498</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

The board-designated endowment is subject to an annual spending rate as determined by the Board of Directors. Although there is no intention to spend from the board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation) these amounts could be made available if necessary.

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Accounts Receivable

Accounts receivable consisted of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Board and care	\$ 207,705	\$ 234,895
School tuition	14,845	1,024
Transitional living rent	<u>3,788</u>	<u>1,527</u>
Total	<u>\$ 226,338</u>	<u>\$ 237,446</u>

5. Investments

Investments, measured at fair value on a recurring basis and categorized in the fair value hierarchy as Level 1, consisted of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Mutual funds	\$ 2,126,374	\$ 2,165,949
U.S. common stocks	1,056,741	1,241,079
Money market funds	132,136	457,013
Exchange-traded funds	<u>773,688</u>	<u>928,887</u>
Total	<u>\$ 4,088,939</u>	<u>\$ 4,792,928</u>

Unrealized gains and (losses) recognized during fiscal years 2022 and 2021 on equity securities totaled \$(937,674) and \$642,234, respectively.

6. Property and Equipment

Property and equipment was comprised of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Land and land improvements	\$ 283,005	\$ 283,005
Buildings and improvements	3,675,490	3,591,406
Furniture, fixtures, and equipment	264,621	260,466
Vehicles	186,745	155,584
Construction in progress	<u>-</u>	<u>24,450</u>
Subtotal	4,409,861	4,314,911
Less accumulated depreciation	<u>(3,514,488)</u>	<u>(3,386,702)</u>
Total	<u>\$ 895,373</u>	<u>\$ 928,209</u>

Depreciation expense totaled \$127,786 and \$140,942 for the years ended June 30, 2022 and 2021, respectively.

7. Self-Insurance

The Organization self-insures against claims for employee health coverage. The Organization contracts with an insurance carrier for excess liability coverage and an insurance consultant for claims processing. At June 30, 2022 and 2021, the claims liability of \$252,086 and \$172,260, respectively, represents an estimate of claims incurred but unpaid at fiscal year-end, based on past historical costs and claims paid subsequent to fiscal year-end.

8. Notes Payable – City of Nashua

The Organization has two notes payable totaling \$755,000 to the City of Nashua, New Hampshire under the HOME Investment Partnership Program and the Economic Development Initiative Program. These notes are secured by mortgages on the 123 Amherst Street property. No repayment is required for twenty years, as long as the Organization complies with certain restrictions contained in the loan agreement related to use of the property. At the end of the twenty-year period, these notes may be extended for an additional twenty-year term.

9. Line of Credit

In fiscal year 2021, the Organization had a line of credit with a bank that was secured by all assets of the Organization. The line was stated for maximum borrowings of \$250,000

with monthly payments of interest due at the bank's prime rate plus 0.5 percentage points. Principal was due on demand. At June 30, 2022 and 2021, the Organization had no outstanding balance on the line of credit and did not draw on the line during fiscal years 2022 or 2021. In August 2021, the Organization closed the line of credit.

10. Endowment

Types of Funds

The Board of Directors of the Organization has interpreted the New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted (a) the original value of the gifts donated, (b) the original value of subsequent gifts, and (c) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in perpetually restricted is classified as purpose restricted until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

The Organization's endowment consists of funds established either by donors (referred to as donor-restricted endowment funds) and/or by resources set aside by the Board of Directors to function as endowments (referred to as board-designated endowment funds). Donor-restricted endowment funds are further divided into those that provide a perpetual source of support for the Organization's activities (referred to as perpetual endowments) and those that are restricted by donors to investment for a specified term (referred to as term endowments). As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Investment and Spending Policies

The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution, while growing the funds if possible.

The Organization's Board of Directors determines annually the amount of distribution each year based on the endowment fund's average fair value of the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is planned. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

Due to market conditions, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. There were no deficiencies at June 30, 2022 and 2021.

Changes in Endowment Net Assets

Changes in endowment net assets for the year ended June 30, 2022 were as follows:

	Without Donor Restrictions Board Designated	With Donor Restrictions			Total Endowment Net Assets
		Term Endowment	Perpetual Endowment	Total With Donor Restrictions	
Endowment net assets, beginning of year	\$ 4,739,709	\$ 18,219	\$ 35,000	\$ 53,219	\$ 4,792,928
Contributions	-	-	-	-	-
Investment income, net	(703,418)	(571)	-	(571)	(703,989)
Endowment net assets, end of year	\$ <u>4,036,291</u>	\$ <u>17,648</u>	\$ <u>35,000</u>	\$ <u>52,648</u>	\$ <u>4,088,939</u>

Changes in endowment net assets for the year ended June 30, 2021 were as follows:

	Without Donor Restrictions Board Designated	With Donor Restrictions			Total Endowment Net Assets
		Term Endowment	Perpetual Endowment	Total With Donor Restrictions	
Endowment net assets, beginning of year	\$ 3,100,527	\$ 14,884	\$ 35,000	\$ 49,884	\$ 3,150,411
Contributions	-	-	-	-	-
Investment income, net	962,182	3,335	-	3,335	965,517
Transfer from operations	677,000	-	-	-	677,000
Endowment net assets, end of year	\$ <u>4,739,709</u>	\$ <u>18,219</u>	\$ <u>35,000</u>	\$ <u>53,219</u>	\$ <u>4,792,928</u>

11. Net Assets***Board-designated Net Assets***

Net assets without donor restrictions, which the Board of Directors has placed self-imposed limits on, are comprised of an endowment fund.

Net Asset With Donor Restrictions

Net assets with donor restrictions were comprised of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purpose:		
Christmas gifts	\$ 1,008	\$ 1,808
Transitional Living Program scholarships	48,099	48,099
Secondary education scholarships (endowment)	17,648	18,219
Special education services	100	100
Summer camp tuition	52,065	52,065
Winter boots and coats	1,500	1,500
Subject to the passage of time:		
Independent Living Program	<u>53,100</u>	<u>60,356</u>
Total time and purpose restricted	173,520	182,147
Perpetual endowment	<u>35,000</u>	<u>35,000</u>
Total	<u>\$ 208,520</u>	<u>\$ 217,147</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by the passage of time as follows for the years ended June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purpose:		
Christmas gifts	\$ 9,000	\$ 30,340
Carnival day	-	5,000
Summer camp tuition	5,000	-
Subject to the passage of time:		
Independent Living Program	<u>80,356</u>	<u>68,893</u>
Total	<u>\$ 94,356</u>	<u>\$ 104,233</u>

12. Contributions

Contributions received in fiscal years 2022 and 2021 were comprised of the following:

	<u>2022</u>	<u>2021</u>
Unrestricted contributions	\$ 503,425	\$ 523,730
Restricted for:		
Independent Living Program	73,100	60,356
Christmas gifts	8,200	30,350
Special education services	-	100
Summer camp tuition	5,000	108
Carnival day	-	5,000
Total	<u>\$ 589,725</u>	<u>\$ 619,644</u>

13. Contributed Nonfinancial Assets

The Organization received the following contributions of nonfinancial assets for the years ended June 30, 2022 and 2021:

	<u>Revenue Recognized</u>		<u>Utilization in Programs/Activities</u>	<u>Valuation Techniques and Inputs</u>
	<u>2022</u>	<u>2021</u>		
Clothing	\$ 1,749	\$ 6,060	Residential program	Estimated U.S. wholesale prices of identical or similar products using pricing data under a 'like-kind' methodology considering the goods' conditions and utility for use at the time of contribution.
Food	2,960	3,575	Residential program	Valued at the estimated fair value based on current prices for each food category.
Supplies	16,679	35,820	Residential program, educational program, and general management	Valued at the estimated fair value based on current prices for similar supplies.
Total	<u>\$ 21,388</u>	<u>\$ 45,455</u>		

There were no associated donor restrictions with the above contributed nonfinancial assets.

14. Retirement Plan

All full-time employees may contribute up to 20% of gross wages to a 403(b) plan beginning on the first day of the month following the date of hire. The Organization is not required to contribute to this plan. In fiscal years 2022 and 2021, the Organization did not contribute to the 403(b) retirement plan.

15. Concentration of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2022 and 2021, funding from the State of New Hampshire accounted for 86% and 63%, respectively, of total revenues.

16. Commitments and Contingencies

Grants

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

17. Reclassifications






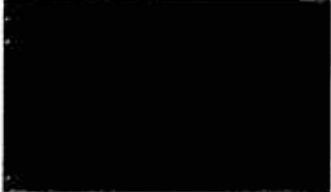



Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

18. Subsequent Events

Subsequent events have been evaluated through March 23, 2023, which is the date the financial statements were available to be issued.

**2023 BOARD OF DIRECTORS
NASHUA CHILDREN'S HOME**

Updated: 10/9/23

<p>Bob Black</p>  <p><u>PRESIDENT</u></p> <p>Sales 2008</p>	<p>Oscar Villacis</p>  <p><u>VICE-PRESIDENT</u></p> <p>Media 2022</p>	<p>David Villotti</p>  <p>Executive Director</p>
<p>Diane L. Bourque</p>  <p><u>TREASURER</u></p>	<p>Jonelle Rexenes</p>  <p><u>SECRETARY</u></p> <p>Marketing 2008</p>	<p>Kathleen Marlin</p>  <p>Administration 2005</p>
<p>Atty. Peter Tamposi</p>  <p>Attorney 1999</p>	<p>David M. Cheney</p>  <p>Security .2023</p>	<p>Jordan Thompson</p>  <p>Community Organizer 2023</p>

DAVID VILLIOTTI

AMHERST



EDUCATION

Certified Instructor, "Nonviolent Physical Crisis Intervention," National Crisis Prevention Institute, Milwaukee, WI. October, 1984.

Master of Science Degree in Human Service Administration, Southern New Hampshire University, Manchester, NH. September, 1983.

Bachelor of Arts Degree in Psychology, Lebanon Valley College, Annville, PA. August, 1976.

EMPLOYMENT

September 1985 - Present

NASHUA CHILDREN'S HOME, Nashua, NH.

Position: Executive Director

Appointed by and accountable to the Board of Directors. Administratively responsible for the establishment, monitoring and evaluation of all program and financial systems. Programming includes, Residential, Educational and Family Outreach programs. Appointment and supervision of administrative staff in relation to these programs. Coordination of all fund raising and public relations functions.

January 2011 - May 2011

NASHUA COMMUNITY COLLEGE, Nashua, NH

Position: Adjunct Professor

Taught the 3-credit course, "Management of Non-Profit Organizations," (BUS175), a joint venture of the Business and Human Services Departments

September 1979 - September 1985

ST. ANN'S HOME, Methuen, MA.

Position: Behavioral Supervisor/Residential Supervisor

Administrative representative of the directors of education and residence, respectively. Supervision of all residential and educational staff. Coordination of agency programming and resources. Formulation of program policies. Over see implementation of all policies and procedures. Recruitment/hiring of staff.

December 1977 - August 1979

TIMBER RIDGE (LEARY EDUCATIONAL FNDN.),

Winchester, VA. Position: Unit Director

Supervision of unit staff. Responsible for residential, educational and vocational programming for the unit. Maintained all parental and inter-agency contacts.

December 1976 - August 1977

PRESSLEY RIDGE SCHOOL, Pittsburgh, PA.

Position: Residential and Liaison Counselor

Responsible for residential programming for various units. Counseling responsibilities with individuals and groups. Liaison functions with parents and related agencies.

OTHER

Guardian ad Litem Board, appointed by Governor, Concord, NH (2012-Present)

Consultant, Carolinas Project, Duke Endowment, Charlotte, NC/ Albert E.

Trieschman Center, Needham, MA / (1995-1998)

Chair, State Advisory Group on Juvenile Justice (1994 - 1995)

President, New Hampshire Group Home Association (1987-88)

Advisory Board, Anna Philbrook Center for Children and Youth (1986-87)

PUBLISHED WORKS

"Not In My Backyard: Preserving Children's Rights in the Face of Discrimination," Residential Treatment for Children and Youth and Managing the Residential Treatment Center in Troubled Times, The Howorth Press, Inc., 1994.

"Embracing the Chaos: Moving from Child-Centered to Family-Centered", Residential Treatment for Children and Youth, The Howorth Press, Inc., 1995.

REFERENCES

Available upon request.



MATTHEW R. FENTROSS

PROFESSIONAL SUMMARY

Dependable employee seeking opportunity to expand skills and contribute to agency success. Considered hardworking, ethical and detail-oriented. Embracing of new programs and initiatives in an effort to improve quality of services.

SKILLS

- Personal: Verbal & Written Communication, Interpersonal Relations
- Teamwork, Strong Work Ethic, Initiative, Critical Thinker, Problem Solving
- Organized & Goal Oriented
- Computer: Windows, MS Word, Excel, PowerPoint, Internet, E-Mail
- Certified Trainer in Ukeru Systems and Crisis Prevention Institute

EXPERIENCE

Residential Director/Assistant Director (Assistant to the Executive Director)

December 2008 - Current

Nashua Children's Home | Nashua, NH

- Development and implementation of programming for one of New Hampshire's largest, and longest-standing residential treatment program for at-risk youth.
- Primary responsibility for personnel management within the Residential Program, including hiring and evaluation of staff as well disciplinary matters as required.
- Representation of Nashua Children's Home in court, and with local police departments, advocacy groups and other service providers.
- Sourced and gathered critical knowledge from skilled experts to use in training modules.
- Conduct interviews of youth referred to the program and make admission decisions.
- Budget development and monitoring usage of program funds.
- Identification of areas in need of supplemental revenue to include capital projects and external activities and opportunities for children.
- Representation of Nashua Children's Home at fund-raising events.
- Representation of Nashua Children's Home before the New Hampshire legislature.
- Program planning, development and day-to-day management of children, property and staff within the program.

Therapeutic Mentor

February 2016 - February 2020

Greater Malden Behavioral Health | Malden, MA

- Provided one-on-one strength-based support services for youth.

- Coach and train youth in age-appropriate behaviors through social activities.
- Develop treatment plan in collaboration with youth and those involved in case.

Therapeutic Mentor

September 2011 - February 2016

Pyramid Builders | Lynn, MA

- Provided one-on-one strength-based support services for youth.
- Coach and train youth in age-appropriate behaviors through social activities.
- Develop treatment plan in cooperation with youth and those involved in case.

EDUCATION

Master of Science - Nonprofit Administration

October 2022

Louisiana State University, Shreveport, LA

- Graduated with 4.0 GPA
- National Honor Society: Nu Lambda Mu- Nonprofit Academic Centers Council
- Relevant Coursework: Grant Writing, Financial Management, Resource Development, Administrative Law of Nonprofit Organizations, Nonprofit Human Resource Administration, Governance and Decision Making,

Bachelor of Arts Criminology

December 2008

Auburn University, Auburn, AL

ACCOMPLISHMENTS

- Certifications: Non-Violent Crisis Prevention Certified Instructor Ukeru Systems Certified Instructor, CPR, First Aid, Handle With Care Behavior Management System
- Volunteer Work: Amherst Land Trust, Board Trustee

REFERENCES

References Available Upon Request

Lori Wilshire

WORK EXPERIENCE

11/92 to Present NASHUA CHILDREN'S HOME, 125 Amherst Street, Nashua NH 03064

Business Manager

- Payroll and benefits for a mid-sized non-profit agency
- Maintain HRIS (Human Resource Information System)
- Oversee financial/support staff
- Facility management of six properties
- Provide employment and mentoring opportunities for residents
- Active in event planning, corporate giving programs and volunteer projects
- Senior management team

06/82 to 11/92 NASHUA HOUSING AUTHORITY, 40 East Pearl St, Nashua, NH 03060

Director of Management and Occupancy

- Administer Section 8 and public housing programs consisting of 1,156 units
- Maintained Federal Regulation guidelines relative to housing authority policy
- Reported to Department of Housing and Urban Development
- Consulted with legal counsel regarding lease enforcement issues including court appearances
- Negotiated rents with landlords and held open forum discussions/briefings
- Conducted informal hearings in accordance with NHA's Grievance Policy
- Supervise occupancy staff

Director of Finance

- Manage finance department
- Purchasing, payroll and employee benefits
- Senior management team

EDUCATION AND CREDENTIALS

- Human Resources Certificate, University of New Hampshire, April 2005
- Certified as Professional in Human Resources, PHR, HRCI, Dec 2003-present
- Attended New Hampshire College, 1993-94
- Associates Degree in Business Administration, Hesser College, May 1987

DANIELE FERREIRA

Objective: Leadership position in social services agency utilizing my breadth of experience and abundant talents creatively, organizationally and relationally.

**Education: Bachelor Art, Psychology
Southern New Hampshire University, Manchester, NH
October 2007**

Major: Psychology Minor: Sociology

**Experience: Nashua Children's Home, Nashua, NH, September 2007-Present
January 2020-Present (Recruitment, Training & Recreation Coordinator)**

-Responsible for all aspects of staff recruitment and training, inclusive of advertising, contacting applicants, interviewing, hiring and training.

-Coordinates all aspects of recreational programming for residential treatment facility serving 46 at-risk youth.

-Responsible for individualized programming for children as well. Coordinates holiday programming. Responsible for management of agency's social media page.

May 2009-December 2019 (Residential Supervisor: Younger Girls Unit)

-Responsible for all aspects of care and programming for residence of 12 latency-aged at-risk girls.

-Responsible for administrative functions, preparation of treatment summaries, liaison with parents and collateral agencies.

-Responsible for supervision of up to eight residential counselors, including the preparation of annual evaluations.

September 2007-May 2008 (Residential Counselor: Younger Girls Unit)

-Responsible for implementation of daily routine, activities programming and behavioral support for unit of 12 latency-aged girls.

LAURA BENEVIDES

COMPLIANCE OFFICER

CONTACT

(800) 515-2222



EDUCATION

Western Michigan University
BS Public Relations
1985-1989

SKILLS

Problem solving
Teamwork
Leadership
Organization
Empathy

PROFICIENCY

MS Excel
USDA SNP Regulations
CARF Regulations

RECOGNITION

Mark S. Rowland Exemplary
Service Citation Award
May 2001

ABOUT ME

Compliance Officer with 20+ years of experience working in non-profit. Experience includes organizing and presenting trainings, preparing reports, maintaining and updating state-based roster, monitoring USDA SNP regulations, and promoting, implementing and maintaining compliance for state agencies and accreditation.

EXPERIENCE

NASHUA CHILDREN'S HOME

Residential Program 1993-2001 & 2003-present

Residential Counselor 1993-1999

- Part of a team of primary caregivers providing a safe, healthy, therapeutic and nurturing home environment to children between the ages of 7 and 18 yrs. old who were removed from their home by the State of NH.

Assistant Residential Director 1999-2001 & 2003-2020

- Responsibilities included making behavioral management decisions, development of staff, interactions with various community representatives and stakeholders, occasional court review participation.

Residential Recreational and Volunteer Coordinator 2003-2020

- Organized and implemented recreational activities and events for residents and their families.
- Managed the coordination of community volunteers.

Residential Training Coordinator 2003-2020

- Organized, implemented and often presented staff trainings to meet requirements mandated by state agencies.

Compliance Officer 2020-present

- Responsible for drafting policy and procedures, monitoring the execution of such in order to maintain conformance and compliance for accreditation and state licensing agencies.

CARNIVAL CRUISE LINES

Youth Program 1991-1993

Youth Activity Coordinator, on-board 1991-1993

- Responsible for the coordination and implementation of onboard activities for children 4-18 years old. Worked with the Cruise Director for special events.

Youth Activity Director, Miami Corporate Office 2 months

- Responsible for youth activity programming for entire fleet. Worked closely with Director of Operations.

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
David Villiotti	Executive Director	\$134,754
Matt Fentross	Residential Director	\$120,000
Lori Wilshire	Business Manager	\$78,766
Daniele Ferreira	Recruitment & Training	\$77,410
Laura Benevides	Compliance Officer	\$72,925



Lori A. Shibillette
Commissioner

Katja S. Fox
Director

JUN30'21 AM10:52 RCVD
STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

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and the Honorable Council
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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,691.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,969,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	83
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Evaluator Name and Title

1. Robert Rodier, Administrator for DCYF
2. Richard Saretto, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	93
10	Webster House	Webster	73

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tarin Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 3		TOTAL SCORE
	Proposed Name	Proposed Program	
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Eastar Seals	RJ Boys - Intensive	85
3	Eastar Seals	Lancaster - Intensive	85
4	Eastar Seals	Zachary - Intensive	80
5	Eastar Seals	RJ Kid - Intensive	80
6	Home for Little Wanderers	Wendy	73
7	Mentor AB (NeuroRestorative)	Mentor	83
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PBS Rumney	84
11	Mount Prospect Academy, Inc.	Option A Burnts Pym	84
12	Mount Prospect Academy, Inc.	Option C Carl Hampton	85
13	Mount Prospect Academy, Inc.	Option C Cast Pym	84
14	Mount Prospect Academy, Inc.	Option D Bale Cary Clampton	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	RFP	95
17	Spaulding Academy & Family Services	NBP	95
18	Spaulding Academy & Family Services	WFP	90
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Stinson School, Inc.	Stinson	85
22	Vermont Permanency Initiative, Inc.	Vermont	81
23	Whitney Academy Inc.	Option A	81

Reviewer Name and Title

- 1 Amy Larkner, Program Specialist IV, DBH
- 2 Pauline Powell, Program Specialist IV, DBH
- 3 Kathleen Tobol, Program Specialist IV, DBH
- 4 Jessica Kestinger, Administrator, DCVP
- 5 Lynn Leonard, Administrator, Finance
- 6 Richard Lorton, Research Research Adm



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Options/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	83
3	Mount Prospect Academy, Inc.	Option D ERT Campton	83
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	86
5	St. Anna Home, Inc.	Option B CBAT	81
6	St. Anna Home, Inc.	Option C CBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option G ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Ungewill, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Taris Godfredson, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

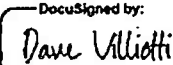
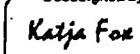

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Nashua Children's Home		1.4 Contractor Address 125 Amherst Street, Nashua, NH 03064	
1.5 Contractor Phone Number (603) 883-3851	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$9,804,960
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/11/2021		1.12 Name and Title of Contractor Signatory Dave Villiotti Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/15/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/15/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.


11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials 
Date 6/11/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor, or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

DS
DV

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral-health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

DS
DV

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. Staffing, Training and Development**
 - 1.11.1. Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individual's family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero-restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
 - 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
 - 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DV

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Reserved				
Level of Care 2, Intermediate Treatment	Nashua Children's Home	Nashua, NH	46	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

- 2.6.1.1. Residential treatment and community based services based on the individual's unique needs.
- 2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

- 2.6.2.1. Safe environment
- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services

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- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention

2.6.3. Staffing

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu

2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.

2.6.3.2.1.4. Family Worker: Case Manager 1:8

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

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2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or

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supporting individuals pursuing higher education or independent living with the following but not limited to:

- 2.6.5.4.1. Transitional Services.
- 2.6.5.4.2. Vocational Services.
- 2.6.5.4.3. Formal Education.
- 2.6.5.4.4. Training Programs.
- 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

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- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.7. Reserved
- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

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3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Nashua Children's Home

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	Combined with 1 st shift (No Variation)
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	1:8
Family Worker	1:8	Combined with Clinical
Family Therapist	Not required	Combined with Clinical
Transportation	Not Required	Not Allocated
Case Manager	See Family Worker	Combined with Clinical
Board certified behavioral analyst (BCBA)	Not required	Not Allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client	Not Allocated

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	needs	
Psychiatrist	Not required	Not Allocated
Psychologist	Not required	Not Allocated
Medical Doctor, APRN	Not required	Not Allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.4.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.1.2.3. Neurobehavioral needs;
- 3.4.1.2.4. Gender Identity;
- 3.4.1.2.5. Aggressive behavior;
- 3.4.1.2.6. Episodes Moderate Self-Injurious Behaviors;
- 3.4.1.2.7. Problematic Sexual Behavior
- 3.4.1.2.8. Eating Disorder
- 3.4.1.2.9. Human Trafficking

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.



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4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth

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Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion

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5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>)

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	<ul style="list-style-type: none"> • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge <i>(based on internal DCYF data which DHHS will access)</i>
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.



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- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),

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- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following what

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individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department

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of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

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payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDREN'S BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 - CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 643 - STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 646 - TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program – Childrens Home Level 2	
Residential for eligible youth per day	\$329.93

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services

OS
DV

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



129 Pleasant Street
Concord, NH 03301

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$9,804,960.00
 - 4.5.2. SFY 22: \$3,268,320.00
 - 4.5.3. SFY 23: \$3,268,320.00
 - 4.5.4. SFY 24: \$3,268,320.00
- 5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).
- 6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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DV

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug-abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

DB
[Handwritten initials]



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/11/2021

Date

DocuSigned by:

Dave Villiotti

Name: Dave Villiotti

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/11/2021


Date

DocuSigned by:

Dave Villiotti

Name: Dave Villiotti

Title: Executive Director

Vendor Initials 
Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



**New Hampshire Department of Health and Human Services
Exhibit F**

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Dave Villiotti
 Title: Executive Director

Contractor Initials 
 Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/11/2021

Date

DocuSigned by:

Dave Villiotti

Name: Dave Villiotti

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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Contractor Initials



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/11/2021

Date

DocuSigned by:
Dave Villiotti
Name: Dave Villiotti
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

DV

Date 6/11/2021

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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[Signature]

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State by: Katja Fox
 Signature of Authorized Representative
 katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/15/2021
 Date

Nashua Children's Home
 Name of the Contractor
Dave Villiotti
 Signature of Authorized Representative
 Dave Villiotti
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/11/2021
 Date



**New Hampshire Department of Health and Human Services
Exhibit J**

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

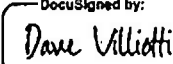
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: DAVE VILLOTTI
 Title: Executive Director

Contractor Initials 
 Date 6/11/2021



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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 151060936

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 X NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>David Villiotti</u>	Amount: <u>\$138,721</u>
Name: <u>Joanne Burdett Dion</u>	Amount: <u>\$95,000</u>
Name: <u>Lori Wilshire</u>	Amount: <u>\$79,030</u>
Name: <u>Brian Boothroyd</u>	Amount: <u>\$75,608</u>
Name: <u>James Duffy</u>	Amount: <u>\$70,000</u>

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DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives, DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

9. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

11. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

12. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs:

13. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

15. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

DS
DP

the referral source and BCBH.

16. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

17. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

18. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

19. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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20. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

21. Modify Exhibit C, Payment Terms, Paragraph 4.1., to read:

- 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

22. Modify Exhibit C, Payment Terms, Subsection 4.1., to read:

- 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under Section 4.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

4.1.1.

Program - Orion House Level 1	
Residential for eligible youth per day until 6/30/2023	\$184.39
Program - Orion House Level 2	
Residential for eligible youth per day until 6/30/2023	\$316.36

Program - Orion House Level 1	
Residential for eligible youth per day effective 7/1/2023	\$281.21
Program - Orion House Level 2	
Residential for eligible youth per day effective 7/1/2023	\$353.32

4.1.2. Billings shall occur at least on a monthly basis and shall follow a process determined

by the Department.

23. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: \$5,211,164.00

4.5.2. SFY 22: \$433,685.00

4.5.3. SFY 23: \$1,648,279.00

4.5.4. SFY 24: \$1,564,600.00

4.5.5. SFY 25: \$1,564,600.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July, 1 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Orion House, Incorporated

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director

11/27/2023

Date

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:

Robyn Guarino

748734844941480

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ORION HOUSE, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 10, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66567

Certificate Number: 0006239817



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

Orion House

Corporate Resolution

I, JoD Burnham, hereby certify that I am duly assigned recording secretary of
(Name)

Orion House. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 17 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Danielle Paranto, Executive Director (may list more than one person)
is
(Name and Title)

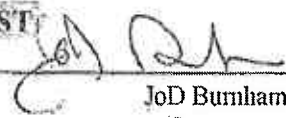
duly authorized to enter into contracts or agreements on behalf of

Orion House with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 11/7/23

ATTEST


JoD Burnham
&
Buisness
Manager



MISSION STATEMENT

The Orion House will embrace the strengths and acknowledge struggles as we join with youth to promote growth so that each may pursue personal wellbeing and independence.

ORION HOUSE, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

ORION HOUSE, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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Independent Auditor's Report

To the Members of the Board of
Orion House, Inc.

Opinion

We have audited the accompanying financial statements of Orion House, Inc. which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Orion House, Inc., as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Orion House, Inc., and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Orion House, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Orion House, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Orion House, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Alta CPA Group, LLC

September 10, 2023

ORION HOUSE, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

	2023	2022
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 335,357	\$ 298,766
Accounts Receivable	790,756	24,513
Due from Related Parties	110,466	156,964
Grants Receivable	28,543	-
Inventory	8,329	7,471
Total Current Assets	1,273,451	487,714
Property and Equipment:		
Building and Leasehold Improvements	44,379	29,275
Equipment and Furniture	137,748	117,739
Total Property and Equipment	182,127	147,014
Less: Accumulated Depreciation	(141,413)	(133,235)
Net Property and Equipment	40,714	13,779
Total Assets	\$ 1,314,165	\$ 501,493
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	\$ 25,002	\$ 9,567
Accrued Expenses	16,523	21,434
Due to Related Parties	564,611	291,470
Total Current Liabilities	606,136	322,471
Total Liabilities	606,136	322,471
Net Assets:		
Without Donor Restrictions	708,029	154,586
With Donor Restrictions	-	24,436
Total Net Assets	708,029	179,022
Total Liabilities and Net Assets	\$ 1,314,165	\$ 501,493

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
SUPPORT AND REVENUE			
Contributions and Grants:			
Contributions	\$ 3,820	\$ -	\$ 3,820
Workforce Retention Grant	81,384	-	81,384
General Grants	5,500	-	5,500
Sirus Fun Camp Grant Income	30,520	-	30,520
Title I	9,383	-	9,383
USDA	<u>35,086</u>	<u>-</u>	<u>35,086</u>
Total Contributions and Grants	165,693	-	165,693
Program Income:			
DCYF Fees	911,934	-	911,934
DOIT Food Service	121,498	-	121,498
DOIT School Support	134,062	-	134,062
Medicaid Fees	658,272	-	658,272
OPIE Contract and Personnel	15,502	-	15,502
Other Recoupment	<u>224</u>	<u>-</u>	<u>224</u>
Total Program Income	1,841,492	-	1,841,492
Investment Income	136	-	136
Net Assets Released from Restrictions	<u>24,436</u>	<u>(24,436)</u>	<u>-</u>
 Total Support and Revenue	 2,031,757	 (24,436)	 2,007,321
EXPENSES			
Program Services			
ODI	97,563	-	97,563
Residential	1,195,576	-	1,195,576
Title I	<u>84,824</u>	<u>-</u>	<u>84,824</u>
Total Program Expenses	1,377,963	-	1,377,963
 Management and General	 <u>100,350</u>	 <u>-</u>	 <u>100,350</u>
Total Expenses	<u>1,478,313</u>	<u>-</u>	<u>1,478,313</u>
 Change in Net Assets	 553,444	 (24,436)	 529,008
Net Assets at Beginning of Year	<u>154,586</u>	<u>24,436</u>	<u>179,022</u>
Net Assets at End of Year	<u>\$ 708,029</u>	<u>\$ -</u>	<u>\$ 708,029</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
SUPPORT AND REVENUE			
Contributions and Grants:			
Contributions	\$ 3,050	\$ -	\$ 3,050
DCYF Accreditation Grant Income	-	-	-
R&B Income	12,490	-	12,490
Title I	27,877	-	27,877
USDA	45,551	-	45,551
Total Contributions and Grants	<u>88,968</u>	<u>-</u>	<u>88,968</u>
Program Income:			
DCYF Fees	523,366	-	523,366
DOIT Food Service	116,497	-	116,497
DOIT School Support	131,333	-	131,333
Medicaid Fees	354,054	-	354,054
OPIE Contract and Personnel	15,502	-	15,502
Other Recoupment	1,626	-	1,626
Total Program Income	<u>1,142,378</u>	<u>-</u>	<u>1,142,378</u>
Investment Income	137	-	137
Net Assets Released from Restrictions	<u>5,060</u>	<u>(5,060)</u>	<u>-</u>
Total Support and Revenue	1,236,543	(5,060)	1,231,483
EXPENSES			
Program Services			
ODI	80,841	-	80,841
Residential	1,132,637	-	1,132,637
Title I	67,152	-	67,152
Total Program Expenses	<u>1,280,630</u>	<u>-</u>	<u>1,280,630</u>
Management and General	<u>57,960</u>	<u>-</u>	<u>57,960</u>
Total Expenses	<u>1,338,590</u>	<u>-</u>	<u>1,338,590</u>
Change in Net Assets	(102,047)	(5,060)	(107,107)
Net Assets at Beginning of Year	<u>256,634</u>	<u>29,496</u>	<u>286,130</u>
Net Assets at End of Year	<u>\$ 154,586</u>	<u>\$ 24,436</u>	<u>\$ 179,022</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	ODI	Residential	Title I	Program Services	Management and General	Total
Personnel:						
Employee Benefits	\$ -	\$ 132,194	\$ -	\$ 132,194	\$ -	\$ 132,194
Payroll Taxes		63,656	-	63,656	-	63,656
Salaries & Wages	84,445	736,605	16,189	837,239	-	837,239
Staff Development	-	1,313	-	1,313	-	1,313
Professional Services:						
Accounting & Audit, Legal				-	6,200	6,200
Client Treatment & Counseling	-	1,782	-	1,782	-	1,782
DOIT Counseling Services	-		68,135	68,135	-	68,135
OPIE Administrative Assessment					94,150	94,150
Occupancy:						
Household Supplies		21,019	500	21,519		21,519
Maintenance & Cleaning		15,159	-	15,159		15,159
OPIE Rent		40,984	-	40,984		40,984
Real Estate Taxes		2,500	-	2,500		2,500
Small Tools & Equipment						
Utilities		32,205	-	32,205		32,205
Transportation:						
Gasoline & Registration		4,653		4,653		4,653
OPIE Vehicle Leases		6,000		6,000		6,000
Vehicle Maintenance & Repair		1,172		1,172		1,172
Administrative Expenses:						
Office supplies & expenses	255	1,582		1,837		1,837
Telephone & Communications		5,439		5,439		5,439
Insurance:						
Property & Liability Insurance		13,726		13,726		13,726
Other Program Expenses:						
Camp Sirius Fun Expense	10,865			10,865		10,865
Food		92,032		92,032		92,032
Other Expenses	1,998	14,431		16,429		16,429
Program Supplies & Expenses		45		45		45
Grants Non-Profit (OHI)		900		900		900
Depreciation		8,179		8,179		8,179
Total Expenses	\$ 97,563	\$ 1,195,576	\$ 84,824	\$ 1,377,963	\$ 100,350	\$ 1,478,313

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	ODI	Residential	Title I	Program Services	Management and General	Total
Personnel:						
Employee Benefits	\$ 101	\$ 126,435	\$ -	\$ 126,536	\$ -	\$ 126,536
Payroll Taxes	-	65,977	-	65,977	-	65,977
Salaries & Wages	80,740	674,263	8,835	763,838	-	763,838
Staff Development	-	2,380	-	2,380	-	2,380
Professional Services:						
Accounting & Audit, Legal	-	-	-	-	4,470	4,470
Client Treatment & Counseling	-	6,648	-	6,648	-	6,648
DOIT Counseling Services	-	-	58,317	58,317	-	58,317
OPIE Administrative Assessment	-	-	-	-	53,490	53,490
Occupancy:						
Household Supplies	-	19,884	-	19,884	-	19,884
Maintenance & Cleaning	-	16,523	-	16,523	-	16,523
OPIE Rent	-	40,984	-	40,984	-	40,984
Real Estate Taxes	-	2,500	-	2,500	-	2,500
Small Tools & Equipment	-	-	-	-	-	-
Utilities	-	28,794	-	28,794	-	28,794
Transportation:						
Gasoline & Registration	-	6,069	-	6,069	-	6,069
OPIE Vehicle Leases	-	6,000	-	6,000	-	6,000
Vehicle Maintenance & Repair	-	536	-	536	-	536
Administrative Expenses:						
Office supplies & expenses	-	6,229	-	6,229	-	6,229
Telephone & Communications	-	6,313	-	6,313	-	6,313
Insurance:						
Property & Liability Insurance	-	4,622	-	4,622	-	4,622
Other Program Expenses:						
Food	-	96,103	-	96,103	-	96,103
Other Expenses	-	16,509	-	16,509	-	16,509
Program Supplies & Expenses	-	-	-	-	-	-
Depreciation	-	5,868	-	5,868	-	5,868
Total Expenses	\$ 80,841	\$ 1,132,637	\$ 67,152	\$ 1,280,630	\$ 57,960	\$ 1,338,590

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 529,008	(107,107)
Adjustments to Reconcile Change in Net Assets to Net Cash		
Depreciation Expenses	8,179	5,868
Provided (Used) by Operating Activities:		
(Increase) Decrease in Accounts Receivable	(766,243)	15,530
(Increase) Decrease in Due from Related Party	46,498	(85,750)
(Increase) Decrease in Employee Prepaid	(28,543)	-
(Increase) Decrease in Prepaid Expenses	-	-
(Increase) Decrease in Inventory	(858)	(3,302)
Increase (Decrease) in Accounts Payable	15,435	(7,030)
Increase (Decrease) in Accrued Expenses	(4,912)	(543)
Increase (Decrease) in Due to Related Parties	<u>273,141</u>	<u>147,199</u>
Net Cash Provided (Used) by Operating Activities	71,705	(35,135)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Fixed Assets	<u>(35,114)</u>	<u>(3,809)</u>
Net Cash Used for Investing Activities	(35,114)	(3,809)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Increase (Decrease) in Cash and Cash Equivalents	36,591	(38,944)
Cash and Cash Equivalents Balance at Beginning of Year	<u>298,766</u>	<u>337,710</u>
Cash and Cash Equivalents Balance at End of Year	<u>\$ 335,357</u>	<u>298,766</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Orion House, Inc. is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The organization is not a private foundation within the meaning of Section 509(a). The Organization is not a private foundation within the meaning of Section 509(a). Orion House provides residential care to youths that require out-of-home care. The current mission of the Organization is to be a provider of safe and effective family-centered services to youth and their families. The delivery of services to youths and their families focuses on five principal domains: Community, Family, Therapy, Residential and Educational.

Financial Statement Presentation

The financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of management and the board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

Basis of Accounting

The Organization presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (grants, contributions, donations, etc.) are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash consists of bank deposits held in checking and savings accounts. For purposes of reporting the statements of cash flows, if any, all highly liquid debt instruments purchased with a maturity of three months or less are considered to be cash equivalents.

Public Support and Revenues

The Organization derives its principal income mainly from tuition charged to sending public school districts. Revenue from this source are recognized on a monthly basis as services are invoiced to the sending school districts. Secondary support is obtained from counseling and home-tutoring services, private donations, interest, dividends and capital gains on investments.

Contributions

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of restrictions.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

From time to time, the Organization may receive donated services in carrying out the mission and fundraising activities of the Organization. Such donations meet the criteria for revenue recognition when all of the following conditions are met:

- Special skills are required
- The work is done by volunteers who have these skills
- The services would otherwise have to be purchased

The value of volunteer services is also recorded when the services create or improve upon a non-financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Organization received no reportable donated services during fiscal years 2023 or 2022.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Revenues and Refundable Advances

Service charges received in advance of the year to which they apply are reported as deferred revenue in the statements of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as refundable advances.

Functional Allocation of Expenses

The costs of providing program services and supporting activities have been summarized on a functional basis in the statements of activities and changes in net assets. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the direct charges. Annually, an indirect cost rate is established by The Organization and approved by the State of New Hampshire Department of Education for this purpose.

Prepaid Expenses

Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

Property and Equipment

All costs of property and equipment, and the fair value of donated assets value in excess of \$500 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

Buildings	30 Years
Furniture and Fixtures	7 Years
Equipment	5 Years

Income Taxes

The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3) and for the years ending June 30, 2023 and 2022 had no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits

As of June 30, 2023, \$250,000 of the Company's bank deposits were insured by the Federal Deposit Insurance Corporation (FDIC) and approximately \$95,000 were uninsured. As of June 30, 2022, \$250,000 of the Company's bank deposits were insured by the FDIC and approximately \$88,000 were uninsured. The Organization's deposits its cash with high quality financial institutions and management believed that is not exposed to significant credit risk on those amounts.

Subsequent Events

The Organization evaluated subsequent events through the date that the financial statements were available to be issued. The Organization is not aware of any significant events that occurred subsequent to the statement of financial position date but prior to September 10, 2023.

NOTE 2 - ACCOUNTS RECEIVABLE

Accounts Receivable

Accounts receivable at June 30, 2023 and 2022 include tuition due from public school districts and students and a contract retainer. All are considered to be collectible and no reserve for uncollected accounts has been established. Accounts Receivable at June 30, 2023 and 2022, include the following:

	<u>2023</u>	<u>2022</u>
Due from the State of NH	\$ <u>790,756</u>	\$ <u>24,513</u>
Total	\$ <u>790,756</u>	\$ <u>24,513</u>

NOTE 3 - RELATED PARTY TRANSACTIONS

Orion House, Inc. is a voluntary member of Orion Prevention and Education, Inc. (OPIE) – a nonprofit corporation whose principal activities provides support and centralized management services for member organizations. During the course of normal operations, the Organization has transactions with other members and OPIE, including expenditures and transfers of resources to provide services and fund capital outlay. Separate, independent Boards approve all Transactions between related parties. To the extent that certain transactions have not been paid or received as of June 30, balances of inter-company amounts receivable or payable have been recorded.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 3 - RELATED PARTY TRANSACTIONS(CONTINUED)

All are considered to be collectible and no reserve for uncollected accounts has been established. Accounts receivables and payables June 30, 2023 and 2022, include the following:

<u>Due From Related Parties</u>	<u>2023</u>	<u>2022</u>
Orion Prevention and Education Inc. (OPIE)	\$ 10,334	\$ 9,043
Day Orion Individual Treatment Inc (DOIT)	<u>100,132</u>	<u>147,921</u>
Total	\$ <u>110,466</u>	\$ <u>156,964</u>
<u>Due To Related Parties</u>	<u>2023</u>	<u>2022</u>
Orion Prevention and Education Inc. (OPIE)	\$ 350,258	\$ 207,898
Day Orion Individual Treatment (DOIT)	<u>214,353</u>	<u>83,572</u>
Total	\$ <u>564,611</u>	\$ <u>291,470</u>

Transaction with related parties during the years ended June 30, 2023 and 2022 were as follows:

<u>For the Fiscal Year End June 30, 2023</u>	<u>OPIE</u>	<u>DOIT</u>
Management Fees	\$ (94,150)	\$ ---
Contract Personnel	15,502	---
Property Lease	(40,984)	---
Vehicle Lease	(6,000)	---
Food Service	---	72,072
Counseling Services- Title I	---	(122,996)
Counseling Services- Other	<u>---</u>	<u>134,062</u>
Total	\$ <u>(125,632)</u>	\$ <u>83,138</u>
<u>For the Fiscal Year End June 30, 2022</u>	<u>OPIE</u>	<u>DOIT</u>
Management Fees	\$ (53,490)	\$ ---
Contract Personnel	15,502	---
Property Lease	(40,984)	---
Vehicle Lease	(6,000)	---
Food Service	---	69,026
Counseling Services- Title I	---	(66,101)
Counseling Services- Other	<u>---</u>	<u>131,333</u>
Total	\$ <u>(84,972)</u>	\$ <u>134,258</u>

ORION HOUSE INC.
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 4 - PROPERTY AND EQUIPMENT

Property and Equipment at June 30, 2023 and 2022 consisted of the following:

	<u>2023</u>		<u>2022</u>
Building and Improvements	\$ 44,379	\$	29,275
Equipment and Furnishings	137,748		117,739
Less Accumulated Depreciation	<u>(141,414)</u>		<u>(133,235)</u>
Total	\$ <u>40,714</u>	\$	<u>13,779</u>

The depreciation expense for fiscal years ended June 30, 2023 and 2022 was \$8,179 and \$5,868, respectively.

NOTE 5 - LIQUIDITY AND AVAILABILITY

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	<u>2023</u>		<u>2022</u>
Cash and Cash Equivalents	\$ 335,357	\$	298,766
Accounts Receivable	790,756		24,513
Grants Receivable	28,543		---
Related Party Receivable	<u>110,466</u>		<u>156,964</u>
Total Current Financial Assets at Year End	1,265,122		480,243
Amounts Unavailable for General Expenditures Within One Year, Due to:			
Net Assets With Donor Restrictions	<u>---</u>		<u>(24,436)</u>
Total Financial Assets Available for General Expenditure Within One Year	\$ <u>1,265,122</u>	\$	<u>455,807</u>

NOTE 6 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are comprised of unspent grant funds related to accreditation. As of June 30, 2023, there were no unspent grant funds.



**BOARD OF DIRECTORS
ORION HOUSE, INC**

PRESIDENT
Heidi J. Patten

BOARD MEMBERS
Suzanne Harvey
Sally Putonen
Jeffrey Parker

2 Seats
Vacant

MELANIE GIOIOSO

Skills: Problem solving, Leadership/Mentoring, Enthusiastic, Confident, Strong willed.

EXPERIENCE

JULY 2017 – PRESENT

MILIEU COUNSELOR (NOW FAMILY AND RESIDENT WORKER), ORION HOUSE

Responsible for assisting floor staff in crisis management, in the moment interventions, helping assist floor staff with management of the house, family counseling, assisting Clinical Coordinator with paper work duties, facilitating/helping with groups, offering staff support, individual counseling when needed, positive reinforcements in the milieu, and completing other duties as assigned.

OCTOBER 2018 – FEBRUARY 2020

INTERIM TREATMENT COORDINATOR, ORION HOUSE

Responsible for coordinating and writing of all Treatment Plans, 30 day Biopsychosocial Assessments, and Discharge Summaries and Monthly Reports. Acts as liaison/coordinator of resident's outpatient needs. Runs group therapy (Substance Awareness and Emotional Management Groups), individual therapy, assists with family counseling, and supports floor staff with crisis interventions. Collaborates with Program Director toward the synthesis of both clinically and behaviorally oriented services. Part of the Management Team. Supervisor of the Milieu Counselor.

DECEMBER 2014 – JUNE 2017

SHIFT SUPERVISOR, NFI MIDWAY SHELTER

Responsible for safety of all residents and staff, in charge of running the shift, part of the on call rotation, ensure all procedures/regulations were followed, passed medications, responsible for writing of incident reports, shift reports, and weekly reports. In charge of completing monthly supervision of Residential Counselors. Offered in the moment interventions, staff supports, and organized daily schedule and activities. Completed intakes and took referrals after hours.

EDUCATION

DECEMBER 2010

BA SOCIAL SCIENCES, SOUTHERN NEW HAMPSHIRE UNIVERSITY

MS CANIDATE

MS ADDICTIONS COUNSELING, GRAND CANYON UNIVERSITY

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•
•
•
•

Not completed. Current GPA 3.98

CERTIFICATIONS

- CBT Certified
- TBRI
- Working on DBT Certification
- Hand With Care
- Medication Management Certification
- First Aid and CPR



David J. Morris

Objective: Showcase experience and skills

Education: MED, School Counseling 88% completed

Plymouth State University Anticipated Graduation spring 2023

Bachelor of Arts, History

University of Rhode Island 1997 – 2002

- Completed 50 page senior project entitled "1600-2000: An Examination of Racism in the Boxing Ring."

Work Experience

- **Director of Residential Pike Campus 2020-Present**
- Provide guidance and vision to support for three residential sights
- Physical management instructor
- Swim Safety Instructor
- Supervises program managers
- Hires new faculty
- Assists in quality assurance

Other Position held with in the MPA system 2013 -2020

- Program Manager Campton House
- Program Manager Plymouth house
- Program Manager Sub-Acute Depot
- Program Manager Sub-Acute Step
- Program Manager Hall Farm

House Manager: Blackstone Valley Youth and Family Collaborative

10/11/11 Pawtucket Rhode Island

- Supervise and manage the day to day operation of a four client home
- Works with several clients with a variety of special needs
- Provide Safety and Security to four clients
- CPR and First Aid Certified
- Handle with Care restraint certified
- Organized community service projects for special needs clients

Child Care Worker:

Tahoe Turning Point

9/2010-9/2011

South Lake Tahoe, CA

- Instructed an Adult Living Course at S. Lake Tahoe Community College
- Tutor and liaison for the Mount Tallac Continuation School
- Worked very closely with gang affiliated clients
- Organized and led an educational trip to Alcatraz
- Worked very closely with clients that have substance abuse issues
- Organized and led an overnight camping trip to Yosemite National Park

Program Director:

Becket Family of Services

11/6/06-8/1/10

Plymouth, New Hampshire

- Managed and directed the day to day operation of a 26 client group home.
- Four merit based promotions in two years
- Organized and designed a successful intramural basketball league
- Supervised 25 employees
- Authored numerous legal documents that are admissible in court
- Received letter of recommendation for superior performance
- Reliable attendance (three sick days in four years)

Hobbies and Achievements

- Cycled 73 miles around Lake Tahoe 2011
- Climbed Mount Washington 2010
- Has been to every U.S. State except four

DANIELLE PARANTO
[REDACTED]

OBJECTIVE | To work with youth focusing on helping them achieve their goals as they prepare to enter the next phase of their lives.

EXPERIENCE | **EXECUTIVE DIRECTOR** THE ORION HOUSE, INC., NEWPORT NH
JUNE 2014 - PRESENT

EXECUTIVE DIRECTOR/PRINCIPAL GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2005 - PRESENT

BEHAVIORIST GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

EDUCATOR GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

RESIDENTIAL COUNSELOR THE ORION HOUSE, INC., NEWPORT NH
AUGUST 1997 - 2000

EDUCATION | **KEENE STATE COLLEGE**, KEENE NH
MASTERS OF EDUCATION 2004
Certified Educational Leadership

FRANKLIN PIERCE COLLEGE, RINDGE NH
BACHELOR OF SCIENCE 1994

Major: Sociology Minor: Psychology

Summa Cum Laude

Nina L. Albano

Profile

- Goal-oriented individual with strong leadership capabilities.
 - Organized, highly motivated, and detail-directed problem solver.
 - Proven ability to provide leadership to staff.
 - Proven ability to work within a wide-range of clinical situations.
-

Education

LCMHC, State of New Hampshire, License number 667

M.S., **Psychology**, Cum Laude, New England College

B.A., **Psychology**, Cum Laude, New England College

Certification, Rape and Domestic Violence Counselor, Rape and Domestic Violence Coalition of New Hampshire

Employment

- | | |
|---|--------------|
| School Therapist , Granite Hill School | 2009-present |
| <ul style="list-style-type: none">• Provide individual and group counseling services to students | |
| Private Practice , Brookside Counseling | 2007-2013 |
| <ul style="list-style-type: none">• Provide counseling services in a private practice setting | |
| Program Director , <i>Orion House, Inc.</i> | 2003-2009 |
| <ul style="list-style-type: none">• Provide and oversee daily residential and therapeutic care for 16 adolescent males in an intermediate residential treatment facility.• Provide direct supervision and management of all residential counselors. | |
| Treatment Coordinator , <i>Orion House, Inc.</i> | 2002-2003 |
| <ul style="list-style-type: none">• Provided individual and group therapy to adolescent males in a residential treatment facility. Assisted in the development of individualized treatment plans. Directed professional contact with families, courts and all involved in the residents individual cases. | |
| Home Based Therapist | 2006-2008 |
| <ul style="list-style-type: none">• Provided in home counseling, case management and assessments for families. | |
| Counselor , <i>Rape and Domestic Violence Coalition of New Hampshire</i> | 1998-1999 |
| <ul style="list-style-type: none">• Completed rigorous training. Counselor for crisis-line. Offered unconditional respect, confidentiality, support and resources for domestic violence victims. | |
| Advocate Intern , <i>Children's Alliance of New Hampshire</i> | 1997-1997 |
| <ul style="list-style-type: none">• Directly appointed to represent the agency in numerous fundraisers and meetings. Worked with other agencies to organize a children's awareness march in Washington, D.C. Assisted in the processing data for the Kids Count Report. | |
| <hr/> | |
| Intern Assistant , <i>Victim Services Committee for the Governor's Committee on Violence</i> | 1996-1996 |
| <ul style="list-style-type: none">• Completed projects and reviews of issues and programs associated with the impact of youth exposed to domestic violence. | |
-

Awards and Recognition

2004-Employee of The Year at Orion House, Inc.

2004-Nominated for the award for outstanding community member in the service of children and their families at the DCYF conference.

Orion House 2023
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Danielle Paranto	Executive Director	115,600	50%	57,800.
David Morris	Treatment Coordinator	65,000	100%	65,000
Melanie Gioioso	Director	60,000	100%	60000
Nina Albano	Prescribing Practitioner	79,125	6.55%	5,200.

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing agreements with the Contractors listed in **bold** below to correct an error in the rate calculation for services by increasing the price limitation by \$4,316,326 from \$236,017,584 to \$240,333,910 with no change to the contract completion date of June 30, 2024, effective retroactive to August 11, 2021 upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised	G&C Approval
Chase Home for Children Portsmouth, NH	159596	Portsmouth, NH	\$4,758,056	\$0	\$4,758,056	O: 8/14/21 Item #15
Devereux Foundation Rutland, MA	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,960,555	\$0	\$6,960,555	O: 8/14/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335	\$0	\$4,290,335	O: 7/14/21 Item #14
Easter Seals Manchester, NH	177204	Manchester, NH	\$33,670,236	\$0	\$33,670,236	O: 7/14/21 Item #14
The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$0	\$19,903,207.01	O: 7/14/21 Item #14

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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Mount Prospect Academy Plymouth, NH	168139	Plymouth, NH	\$47,176,194	\$0	\$47,176,194	O: 8/4/21 Item #15
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960	\$0	\$9,804,960	O: 7/14/21 Item #14
Orion House Newport, NH	154861	Newport, NH	\$1,301,055	\$1,889,368	\$3,190,423	O: 8/4/21 Item #15
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$0	\$11,382,600.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273	\$0	\$50,443,273	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992	\$0	\$11,215,992	O: 10/13/21 Item #38B
Stetson School Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334	\$0	\$7,280,334	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099	\$0	\$15,885,099	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$2,116,692	\$2,426,958	\$4,543,650	O: 7/14/21 Item #14
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177	\$0	\$6,387,177	O: 7/14/21 Item #14
Youth Opportunities Upheld, Inc. Gardner, MA	259406	Statewide	\$3,441,819	\$0	\$3,441,819	O: 9/15/21 Tabled Item #32 A01: 4/6/22 Item #13
		Total:	\$236,017,684	\$4,316,326	\$240,333,910	

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILDO – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

This request is **Retroactive** because upon review of the contracts for Webster House and Orion House, the Department discovered an error in the rate calculation. As part of the System of Care work, the Department competitively bid these contracts, and established daily rates in each contract under certain assumptions and many unknowns. Due the restrictive nature of procurement laws, the Department was unable to obtain all documentation necessary to mitigate

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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the unknowns, and was prohibited from providing advice to the Contractors on how they should account for their costs, resulting in inaccurate reporting. The ramification of this challenge was not fully realized until providers started billing and appropriate reporting was able to be derived from the system. The rate errors became clear upon review of this information once available, however, a year had elapsed from the start of the contract at that point. A comprehensive re-examination of the rate setting process was undertaken that took almost a year to implement appropriately with proactive considerations for future rate setting efforts. This rate setting process has since been streamlined and clarified in order to prevent further errors.

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. These two Contractors provide critical services within the Children's Residential Treatment provider network, and are currently serving children under an old rate. This rate setting correction must be implemented in order to ensure that the Department maintains provider capacity and that the Contractors are able to continue serving children. Orion House's rates changed from \$211.70 for Level 1 and \$207.40 for Level 2 to \$184.39 for Level 1 and \$316.36 for Level 2. Webster House's rates changed from \$172.44 for Level 2 to \$327.08 for Level 2 for the period of July 1, 2021 to June 30, 2022, and \$369.39 for Level 2 for the period of July 1, 2022 forward.

The purpose of this request is to ensure that Contractors are reimbursed for children's residential services with the correct rate. The Contractors will continue to provide evidence-based and trauma-informed clinical behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs. The Contractors will also continue supporting the Department's effort to provide long-term outcomes for youth by providing services that are short-term, target treatment episodes, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Across all of the Children's Residential Treatment programs approximately 400-500 individuals will be served annually through June 30, 2024.

The Department will continue to monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraints and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of length of stay; and
- Reduction of staff turnover and retention of quality staff.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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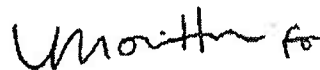
Should the Governor and Council not authorize this request, the Contractors will not be reimbursed at the appropriate rate; leaving the Department vulnerable to potentially losing these critical service providers, which would be detrimental to the overall capacity to serve youth in Level 1 and Level 2 programs in-state.

Area served: Services are located in Newport NH and Manchester, NH however they accept and treat children from across the state.

Source of Federal Funds: Assistance Listing #93.658, FAIN #2301NHFOST; Assistance Listing #93.558, FAIN #2301NHTANF; Assistance Listing #93.659, FAIN #2301NHADPT; Assistance Listing #93.778, FAIN #2305NH5ADM.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Orion House ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,190,423
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2301NHFOST
 - 1.2. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2301NHTANF
 - 1.3. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2301NHADPT
 - 1.4. Funds from Centers for Medicare and Medicaid Services, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2305NH5ADM
 - 1.5. General Funds
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the following:
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 - COMMUNITY BASED SERVICES-100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 - CONTRACTS FOR PROGRAM SERVICES-100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT-50% Fed DS
Inds

and 50% General Funds

- 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-ATANF EMERGENCY ASSISTANCE PLACEMENT-100% Federal Funds
- 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT-100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT-50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS-50% Federal Funds and 50% General Funds

5. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.1. to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the Contract. Rates may be reviewed every two years to follow the State’s biennium to consider rate adjustments.

4.1.1.

Program - Orion House Level 1	
Residential for eligible youth per day	\$184.39
Program - Orion House Level 2	
Residential for eligible youth per day	\$316.36

4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.3. For the purpose of this Agreement, funds in the amount of \$67,477.00 shall be provided to the Contractor, for the expenses incurred to obtain accreditation and identification as a Qualified Residential Treatment Program (QRTP) as specified in Ex C-1 Accreditation Budget; the total of all such payments shall not exceed the specified Accreditation Budget total. All DHHS payments to the Contractor for the Accreditation Budget shall be made on a cost reimbursement basis.

4.1.3.1 In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager - BCBH
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

4.1.3.2 The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

4.1.3.3 The final invoice and supporting documentation for authorized Accreditation Budget expenses shall be due to the Department no later than forty (40) days after the final cost have been incurred by the Contractor in line with the budget.

6. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.5. to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: \$3,122,946.00

4.5.2. SFY 22: \$433,685.00

4.5.3. SFY 23: \$1,648,279.00

4.5.4 SFY 24: \$1,040,982.00

7. Add Exhibit C-1, Amendment #1, Accreditation Budget, which is attached hereto and incorporated by reference herein.

DS
DP

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to August 11, 2021, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/2023

Date

DocuSigned by:
Katja S. Fox
E09DC5B04C83442...
Name: Katja S. Fox
Title: Director

6/1/2023

Date

Orion House
DocuSigned by:
Danielle Paranto
32410344DFB845A...
Name: DANIELLE Paranto
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2023

Date

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

DA
DP

Exhibit C-1, Amendment #1, Accreditation Budget

Accreditation expenses for residential treatment programs		
Basic Information		
Orion House	RFP-2021-DBH-12-RES/D-09-AD1	
Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 45,226.00	
Lease		
Maintenance and utilities	9,300.00	flooring repair 3rd floor, 4 window replacement
Other facility costs	35,926.00	bathroom renovation, ADA ramp renovation
Program materials and supplies	\$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 1,000.00	
Program license or other fees		
Program training (initial)	1,000.00	TBRI
Other EBP or program model costs		
Systems costs related to program	\$ 16,333.00	
Technology for data collection, reporting	16,333.00	internal server, higher fire wall protection, back up protection
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 3,128.00	
Vehicles		
Furniture	3,128.00	therapy and group room
Technology Equipment		
Other Equipment		
Telecommunication	\$ 1,790.00	
Phones/Walkie Talkies	1,790.00	walkies and charging system
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other accreditation costs	\$ -	
Total accreditation budget costs	\$ 67,477.00	

DP

6/1/2023

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Lori A. Stibbinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	6,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,725,398.00	16,725,398.00	15,725,398.00	47,176,194.00

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Orion House	Newport, NH				1,301,055.00
Newport, NH (VC# TBD)		433,685.00	433,685.00	433,685.00	
Vermont Permanency Initiative	In/Near Hillsborough, Manchester, Keeno, Concord, and Rockingham County				15,885,099.00
Orford, NH (VC# TBD)		5,295,033.00	5,295,033.00	5,295,033.00	
	Total:	\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$76,060,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridge System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-821010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE; CLASS 102 - CONTRACTS FOR PROGRAM SERVICES - 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT - 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 643 - STATE GENERAL FUNDS FOR PLACEMENT - 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 646 - TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

His Excellency, Governor Christopher T. Sununu
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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

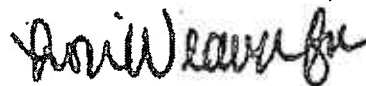
- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Pine Haven Boys Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 19,583,786.17
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
 - 1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
 - 1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
 - 1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
 - 1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
 - 1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
 - 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days.

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

DS
JR

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge, Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

- 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 5.1., to read:

- 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under Section 5.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

5.1.1.

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day until 6/30/2023	\$516.62
Residential Non-IEP eligible youth per day until 6/30/2023	\$516.62

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day effective 7/1/2023	\$645.87
Residential Non-IEP eligible youth per day effective 7/1/2023	\$645.87

5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

5.1.3. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

24. Modify Exhibit C, Payment Terms, Subsection 5.5., to read:

5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:

- 5.5.1. Sub-total: \$19,063,322.00
- 5.5.2. SFY 22: \$3,620,712.00
- 5.5.3. SFY 23: \$3,620,712.00
- 5.5.4. SFY 24: \$5,910,949.00
- 5.5.5. SFY 25: \$5,910,949.00

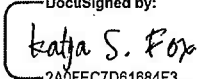
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

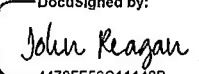
Date

DocuSigned by:

2A0EEC7D64684E3
Name: Katja S. Fox
Title: Director

Pine Haven Boys Center

11/28/2023

Date

DocuSigned by:

4470EE56C11142B
Name: John Reagan
Title: President

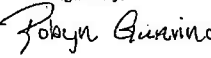
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:


748734844941460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

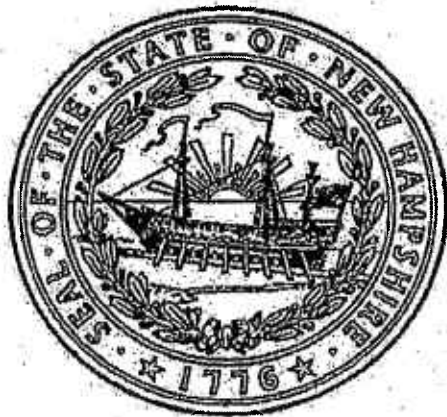
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64764

Certificate Number : 0005821733



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 July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Sara "Sally" Kelly

I, _____ hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

- 1. I am a duly elected Clerk/Secretary/Officer of. **Pine Haven Boys Center.**
(Corporation/LLC Name)
- 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 14th day of 2023_____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That John Regan, President of Board of Directors_ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Pine Haven Boys Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/15/2023: _____

Signature of Elected Officer

Name:
Title:

Sara "Sally" Kelly
Sara "Sally" Kelly
 VP of Board of Directors
 Pine Haven Boys Center

Certificate of Coverage

Date: 6/26/2023

Certificate Holder
 Pine Haven Boys Center, Inc., Allenstown, NH
 P.O. Box 162
 Suncook, NH 03275

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Covered Location
 PINE HAVEN BOYS CENTER INC
 RIVER ROAD-ALLENSTOWN
 P O BOX 162
 SUNCOOK, NH 03275-0000

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD.
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	D. General Liability	8539	6/30/2023	6/30/2024	Each Occurrence
	<input checked="" type="checkbox"/> Occurrence				1,000,000
	<input type="checkbox"/> Claims Made				2,000,000
					Products-Comp/OP Agg
					Personal & Adv Injury
					Fire Damage (Any one fire)
	Excess Liability				Med Exp (Any one person)
					Each Occurrence
					Annual Aggregate
	Other	8539	6/30/2023	6/30/2024	Each Occurrence
	Sexual Misconduct				Claims Made
					Annual Aggregate
					3,000,000
					Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage verified for the Pine Haven Boys Home, for the term of the certificate.
 Sexual Misconduct Coverage is verified for claims arising out of only Pine Haven Boys Home, its employees or volunteers, for the term of the certificate. Sexual Misconduct Coverage is on a claims made basis and is limited to \$3,000,000 annual aggregate.

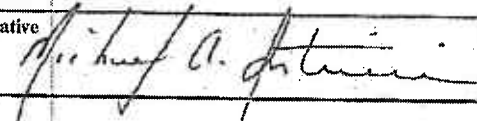
Holder of Certificate

Cancellation

State of New Hampshire
 Department of Health and Human Services
 129 Pleasant St.
 Concord, NH 03301

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0377000012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2023

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
C.M.G. Agency, Inc
10843 Old Mill Road

Omaha, NE 68154

402-551-8765

CONTACT NAME: C.M.G. Agency, Inc	
PHONE (A/C, No, Ext): 402-551-8765	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A:	NAIC #
INSURER B: Church Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Pine Haven Boys Center, Inc.
PO Box 162

Suncook, NH 03275

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	ADDSUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRD/JEC <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETEN ION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0321103-07-604959	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage verified for Pine Haven Boys Home, Inc. for the term of the certificate.

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C.M.G. Agency, Inc.</i>
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133 River Road, Allenstown, NH 03275
603-485-7141
www.pinehavenboyscenter.org

Philosophy: The Philosophy can be summarized in two statements:

"There is no such thing as a bad boy."
"Children need and are entitled to their families."

Pine Haven feels that as a troubled boy has acquired destructive and unhealthy patterns of behavior, given the opportunity, he can relearn more productive and adequate habits.

Mission statement: "Pine Haven is committed to providing children with positive experiences and success oriented programs. The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school, and community. When reunification is not the plan, Pine Haven is committed to promoting the optimal, possible level of involvement between the child and his family. Pine Haven honors the dignity, resources and strengths of families and is dedicated to involving them in all major decisions affecting their children".

Vision: The vision of Pine Haven Boys Center is to offer care that is accessible, safe, ethical, culturally diverse and of high quality to promote and strengthen the health and well-being of our clients and, if possible, of their families.

Values: Pine Haven is committed to integrating the values of Respect, Integrity, Dedication, Quality and Professionalism into every activity and service provided.

Scope of services: With around-the clock-nurturing and state of the art therapy, Pine Haven's goal is to reintegrate the boys into their families, schools and communities by teaching them the skills necessary to succeed.

Location: Allenstown, NH – halfway between Concord and Manchester.

Hours of service: Pine Haven is open 24 hours a day all year long.

Characteristics of Children Admitted: Emotionally disturbed, attention deficit disorder, learning disabled, school phobic, runaways, CHINS, mild intellectual disability, verbally/physically aggressive, physically/sexually abused, sexually reactive (sexually acting out latency-age boys), developmentally delayed, Other Health Impaired, delinquent, on probation, children with psychiatric issues, speech & language disabled, and children who have misused fire.

Population: Males (age: 6-15; grades 1-8).

Intake Procedure: Initial telephone or email contact and referral information is provided to Pine Haven to start the process. Interview with the student, family and sending/referring agency. Emergency admissions are also an option as quickly as the same day (depending on bed availability).

January 2023

Programs and Services: Pine Haven is a private, non-sectarian, residential treatment center for twenty boys that provides specialized services to both the child and their families.

Educational Program: Four non-graded, small (up to six students), self-contained classrooms; individually prescribed instruction; summer school; transition programs into the public schools. Day students may be considered.

Therapeutic Programs: Master's Degree Therapists provide individual, group, family and sibling therapy as well as parenting groups. The clinical work with residents and siblings relies on hands-on techniques (play, puppets, sand therapy, art, etc.) to meet the needs of this young, immature population. Pine Haven is specialized in the treatment of sexually abused, sexually reactive, latency-age boys. Pine Haven's clinical consultant, Lynn Sanford, a nationally recognized expert in sexual abuse, provides monthly consultation to both residential and clinical departments.

Fire Setters Program: Pine Haven has a formal program including a psycho-educational component for the children and their families in fire education, understanding the dynamics of fire setting behavior, communication and limit setting.

In Home Family Program: Qualified/trained family workers or therapists offer a flexible, individualized array of services to empower families to reunite and successfully integrate into the community.

Residential Program: The boys live in a cottage-style residence. The focus is on treatment, life skill issues, and interpersonal relationships. Group meeting, supportive counseling, limit setting, behavior management and crisis intervention are provided. Each child has his own bedroom. A psychological evaluation may be provided at admission if necessary.

Recreational Program: A variety of physical activities on the premises and in the community, such as sports, hikes and field trips are available to the children.

Health Program: Routine preventive health care, physical activity, personal hygiene, adequate rest, and balance nutrition are also role modeled and encouraged.

Religious Program: Children of all religious denominations are accepted and opportunities to practice and share their faith are offered.

Additional Programs: Psychiatric services are provided by a psychiatrist licensed in NH and VT and a psychiatric nurse practitioner licensed in NH.

Respite Families: This program connects children with the opportunity to experience a safe adult relationship as well as to interact outside of Pine Haven to practice skills learned while on campus.

FROGS Program (Families Rediscovering Opportunities, Growth and Support). This program is geared toward helping children transition back into a community setting after the residential episode. They maintain the same therapist and case manager to help maintain stability. Services offer the opportunity to work on the issues that are impacting their functioning in their own homes and communities.

Tuition: There are no fees charged to the children served and to their families.

Treatment Modalities: Play therapy, Trauma Focused Cognitive Behavior therapy, Cognitive Behavior Therapy, Trust Based Relations Interventions, Medication management, Zones of Regulation, sexual abuse curricula.

Staffing: Psychiatric and psychological consultants, MA therapists, special education teachers, tutor, professional childcare workers, awake-overnight staff (all staff meet the requirements established by the State of New Hampshire).

Accreditations:

Accredited by: CARF International

Licensed by: N.H. State Department of Health and Welfare

Accredited by: N.H. Department of Education – Special Education

Certified by: N.H. Division for Children, Youth and Families

PINE HAVEN BOYS CENTER
FINANCIAL REPORT
JUNE 30, 2022

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Pine Haven Boys Center
Allentown, New Hampshire 03275

Opinion

We have audited the accompanying financial statements of the Pine Haven Boys Center, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Pine Haven Boys Center and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of Pine Haven Boys Center for the year ended June 30, 2021 were audited by another auditor who expressed an unmodified opinion on those statements on January 28, 2022.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pine Haven Boys Center's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Pine Haven Boys Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Pine Haven Boys Center's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Nathan Nicholas & Company

Concord, New Hampshire
November 7, 2022

PINE HAVEN BOYS CENTER

STATEMENTS OF FINANCIAL POSITION

June 30, 2022 and 2021

		ASSETS	
		2022	2021
CURRENT ASSETS			
Cash and cash equivalents		\$ 3,267,516	\$ 2,202,853
Restricted cash and cash equivalents		359,390	318,491
Accounts receivable		382,535	420,323
Prepaid expenses		-	40,456
	<i>Total current assets</i>	<u>4,009,441</u>	<u>2,982,123</u>
PROPERTY AND EQUIPMENT, NET		191,274	229,239
	<i>Total assets</i>	<u>\$ 4,200,715</u>	<u>\$ 3,211,362</u>
		LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES			
Accounts payable		47,806	46,205
Accrued expenses		251,088	298,290
	<i>Total liabilities</i>	<u>298,894</u>	<u>344,495</u>
COMMITMENTS (See Notes)			
NET ASSETS			
Without donor restrictions (Note 6)		3,542,431	2,548,376
With donor restrictions (Note 7)		359,390	318,491
	<i>Total net assets</i>	<u>3,901,821</u>	<u>2,866,867</u>
	<i>Total liabilities and net assets</i>	<u>\$ 4,200,715</u>	<u>\$ 3,211,362</u>

See Notes to Financial Statements.

Page 3

PINE HAVEN BOYS CENTER

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
 Years Ended June 30, 2022 and 2021

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	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Operating revenue						
Board and care	\$ 3,892,645	\$ -	\$ 3,892,645	\$ 2,154,710	\$ -	\$ 2,154,710
Tuition and registration	955,137	-	955,137	891,901	-	891,901
U.S. Department of Agriculture	42,245	-	42,245	42,260	-	42,260
Contributions	6,124	42,385	48,509	81,455	45,665	127,120
<i>Total public support and other operating revenue</i>	<u>4,896,151</u>	<u>42,385</u>	<u>4,938,536</u>	<u>3,170,326</u>	<u>45,665</u>	<u>3,215,991</u>
Net assets released for satisfaction of program restrictions	1,486	(1,486)		50,576	(50,576)	
<i>Total public support and other operating activities, including net assets released from restriction</i>	<u>4,897,637</u>	<u>40,899</u>	<u>4,938,536</u>	<u>3,220,902</u>	<u>(4,911)</u>	<u>3,215,991</u>
Expenses:						
Program services	3,303,337	-	3,303,337	2,546,175	-	2,546,175
Administration	602,172	-	602,172	437,690	-	437,690
<i>Total expenses</i>	<u>3,905,509</u>	<u>-</u>	<u>3,905,509</u>	<u>2,983,865</u>	<u>-</u>	<u>2,983,865</u>
Change in net assets from operations	992,128	40,899	1,033,027	237,037	(4,911)	232,126
Non-operating activities:						
Interest income	1,358	-	1,358	3,407	-	3,407
Miscellaneous income	569	-	569	-	-	-
<i>Total non-operating activities</i>	<u>1,927</u>	<u>-</u>	<u>1,927</u>	<u>3,407</u>	<u>-</u>	<u>3,407</u>
Change in net assets	994,055	40,899	1,034,954	240,444	(4,911)	235,533
Net assets, beginning of year	2,548,376	318,491	2,866,867	2,307,932	323,402	2,631,334
Net assets, end of year	<u>\$ 3,542,431</u>	<u>\$ 359,390</u>	<u>\$ 3,901,821</u>	<u>\$ 2,548,376</u>	<u>\$ 318,491</u>	<u>\$ 2,866,867</u>

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENTS OF CASH FLOWS
Years Ended June 30, 2022 and 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 1,034,954	\$ 235,533
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	38,965	36,620
Bad debt expense	10,746	-
(Increase) decrease in accounts receivable	27,042	(147,405)
Decrease in prepaid expenses	40,456	42,392
Increase in accounts payable	1,601	27,300
Increase (decrease) in accrued liabilities	(47,202)	41,063
<i>Net cash provided by operating activities</i>	<u>1,106,562</u>	<u>235,503</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(1,000)	(51,123)
<i>Net increase in cash, cash equivalents, and restricted cash</i>	1,105,562	184,380
Cash and cash equivalents, beginning of year	<u>2,521,344</u>	<u>2,336,964</u>
<i>Cash, cash equivalents, and restricted cash, end of year</i>	<u>\$ 3,626,906</u>	<u>\$ 2,521,344</u>
Cash, cash equivalents, and restricted cash as presented on the statements of financial position:		
Cash and cash equivalents	\$ 3,267,516	\$ 2,202,853
Restricted cash	359,390	318,491
	<u>\$ 3,626,906</u>	<u>\$ 2,521,344</u>

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

	Program Services		Total	Finance and	Total
	Instruction	Board and Care	Program Services	Administration	
Salaries and wages	\$ 297,013	\$ 1,970,398	\$ 2,267,411	\$ 379,311	\$ 2,646,722
Employee benefits	60,152	305,217	365,369	42,020	407,389
Temporary staff	-	-	-	15,429	15,429
Payroll taxes and workers' compensation insurance	30,550	169,373	199,923	25,189	225,112
<i>Total salaries and related expenses</i>	<u>387,715</u>	<u>2,444,988</u>	<u>2,832,703</u>	<u>461,949</u>	<u>3,294,652</u>
Professional fees and consultants	45,275	270	45,545	58,592	104,137
Insurance	28,347	46,947	75,294	4,285	79,579
Staff development and training	44,371	10,582	54,953	4,911	59,864
Food	-	59,662	59,662	-	59,662
Other consumable supplies	-	31,620	31,620	24,542	56,162
Utilities	11,506	30,547	42,053	1,291	43,344
Depreciation	13,885	23,890	37,775	1,190	38,965
Building and household	5,073	28,727	33,800	-	33,800
Repairs and maintenance	1,550	26,617	28,167	129	28,296
Office supplies and expenses	-	-	-	27,424	27,424
Education and training	24,598	1,426	26,024	-	26,024
Equipment maintenance	1,670	4,678	6,348	5,162	11,510
Medical	-	10,964	10,964	-	10,964
Transportation	4	9,611	9,615	-	9,615
Assistance to students	-	8,324	8,324	-	8,324
Membership dues	490	-	490	129	619
Miscellaneous expenses	-	-	-	1,822	1,822
Bad debt expense	-	-	-	10,746	10,746
<i>Total expenses</i>	<u>\$ 564,484</u>	<u>\$ 2,738,853</u>	<u>\$ 3,303,337</u>	<u>\$ 602,172</u>	<u>\$ 3,905,509</u>

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2021

	Program Services		Total Program Services	Finance and Administration	Total
	Instruction	Board and Care			
Salaries and wages	\$ 295,741	\$ 1,437,332	\$ 1,733,073	\$ 317,538	\$ 2,050,611
Employee benefits	78,318	201,432	279,750	34,296	314,046
Payroll taxes and workers' compensation insurance	31,030	135,785	166,815	19,030	185,845
<i>Total salaries and related expenses</i>	405,089	1,774,549	2,179,638	370,864	2,550,502
Professional fees and consultants	38,334	-	38,334	29,063	67,397
Insurance	12,316	39,419	51,735	4,402	56,137
Food	-	52,583	52,583	-	52,583
Utilities	11,291	31,669	42,960	1,580	44,540
Depreciation	10,937	24,746	35,683	937	36,620
Staff development and training	29,084	3,279	32,363	1,132	33,495
Building and household	7,289	21,091	28,380	-	28,380
Other consumable supplies	3,090	9,961	13,051	12,876	25,927
Repairs and maintenance	7,087	15,538	22,625	2,791	25,416
Education and training	16,509	1,445	17,954	-	17,954
Equipment maintenance	3,690	3,507	7,197	4,051	11,248
Office supplies and expenses	-	-	-	9,948	9,948
Assistance to students	-	9,802	9,802	-	9,802
Medical	-	8,430	8,430	-	8,430
Transportation	2,158	2,498	4,656	-	4,656
Membership dues	353	431	784	46	830
<i>Total expenses</i>	\$ 547,227	\$ 1,998,948	\$ 2,546,175	\$ 437,690	\$ 2,983,865

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

Pine Haven Boys Center ("the Center"), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and organizational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 15, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

Note 2. Significant Accounting Policies

Basis of accounting: The financial statements of the Center have been prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

Net assets: The Center reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

Net assets with donor restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

The Center reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statements of activities and changes in net assets as net assets released from restrictions.

See Note 7 for more information on the composition of net assets with donor restrictions.

Cash and cash equivalents: For purposes of reporting cash flows, the Center considers all money market accounts to be cash equivalents. The Center had cash equivalents as of June 30, 2022 and 2021 amounting to \$1,301,970 and \$907,298, respectively.

NOTES TO FINANCIAL STATEMENTS

Accounts receivables: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Property and equipment: Property and equipment is recorded at cost or, in the case of donated assets, at fair value. Items with an individual or aggregate cost of less than \$1,000 are expensed in the year of purchase.

Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Building and land improvements	10 - 39
Furniture and fixtures	5 - 7
Office equipment	5 - 10
Equipment	5 - 7
Vehicles	5

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related accumulated depreciation and any gain or loss is recognized.

Income taxes: The Center qualifies as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Center is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Center adopted the provision of FASB ASC 740, *Accounting for Uncertainty in Income Taxes*. Accordingly, management evaluated the Center's tax positions and concluded the Center had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Center is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2019.

Functional allocation of expenses: The statement of functional expenses present expenses by function and natural classification. Expenses directly attributable to a specific functional area of the Center are reported as expenses of those functional areas. A portion of finance and administration costs that benefit multiple functional areas (indirect costs) have been allocated across programs and finance and administration based on estimates of time and effort.

Advertising: The Center expenses all advertising costs as incurred. Advertising expense for the years ended June 30, 2022 and 2021 amounted to \$9,784 and \$3,569, respectively.

PINE HAVEN BOYS CENTER

NOTES TO FINANCIAL STATEMENTS

Operating measure: The Center has presented the statements of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the Center's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those programs and services.

Revenue and revenue recognition: The Center recognizes revenue from educational services during the year in which the related services are provided to students. The performance obligation of delivering educational and therapeutic services is simultaneously received and consumed by the students; therefore, the revenue is recognized ratably over the course of the academic year. In addition, the Center offers room and board to all of its students. The performance obligation of providing access to housing and meals is satisfied ratably over the period in which the student lives on campus. The Center bills the students' local school districts, the State of New Hampshire, or the State of Vermont monthly based on daily rates established by the New Hampshire Department of Education (NH DOE). Payments are then received by either the student's local school district, the Division for Children, Youth, and Families (DCYF), the NH DOE, or counterpart agencies from other states.

The Center recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the year ended June 30, 2022.

Recent accounting pronouncements: In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. This standard replaces the current guidance with regards to accounting for leases found in Leases (Topic 840) and will be effective with the issuance of ASU No. 2020-05 for the year ended June 30, 2023, for the Center. Under ASC 842, a lessee will recognize a lease liability for all long-term leases equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) can apply a modified retrospective method of adoption or can adopt the transition alternative. Management has determined that the implementation of this standard will not have a material impact of the Center's financial statements.

Change in accounting principles: In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. This standard is intended to clarify the presentation and disclosure of contributed nonfinancial assets, including land, buildings, and other items. This update did not change existing recognition and measurement requirements for contributed nonfinancial assets. The adoption of ASU 2020-07 did not have a significant impact on the Center's financial statements.

PINE HAVEN BOYS CENTER

NOTES TO FINANCIAL STATEMENTS**Note 3. Concentrations**

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Center receives support from similar governmental agencies in other states.

The Center maintains cash accounts in multiple financial institutions. The Center's cash accounts are insured by the FDIC up to \$250,000 per depositor at each financial institution. At June 30, 2022, the Center's uninsured cash balances totaled approximately \$837,000.

In addition, at June 30, 2022, the Center had a cash balance amounting to approximately \$1,522,000 held through an Insured Cash Sweep Service (ICS) agreement between the Center and its bank. The ICS places the Center's funds at other FDIC insured banks in amounts that do not exceed the FDIC insured maximum. Through the ICS program, the Center can exclude specific banks to ensure the FDIC insured limit is never exceeded at the destination banks.

Note 4. Property and Equipment

Property and equipment, at cost, June 30,	2022	2021
Building and land improvements	\$ 800,513	\$ 818,328
Furniture and fixtures	45,190	45,190
Office equipment	70,218	74,768
Equipment	169,679	169,679
Vehicles	79,832	95,332
<i>Total property and equipment</i>	1,165,432	1,203,297
Less accumulated depreciation	974,158	974,058
<i>Total property and equipment, net</i>	\$ 191,274	\$ 229,239

Note 5. Lease Commitments

On March 25, 2022, the Center entered into a one-year lease for facilities from the Order of St. Jerome Aemilian, Inc. ("the Order"), commencing July 1, 2022 through June 30, 2023, with an option to renew for seven additional periods through June 30, 2029. The lease provides for minimum annual rent based upon the sum of the following components: 1) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and 2) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with the use of the property owned by the Order. Total rent expense under this lease amounted to \$- for both years ended June 30, 2022 and 2021.

The Center also leases a copier machine at \$100 per month for a total of 60 months, terminating January 2023. The lease expense under this lease amounted to \$1,194 for both years ended June 30, 2022 and 2021. Total future minimum lease payments under this lease amount to \$597, due during the year ending June 30, 2023.

NOTES TO FINANCIAL STATEMENTS

Note 6. Net Assets without Donor Restrictions

The Center's net assets without donor restrictions are comprised of the following:

June 30,	2022	2021
Undesignated	\$ 2,351,157	\$ 1,319,137
Undesignated - invested in property and equipment	191,274	229,239
Board designated	1,000,000	1,000,000
<i>Total net assets without donor restrictions</i>	<u>\$ 3,542,431</u>	<u>\$ 2,548,376</u>

Note 7. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2022	2021
Subject to expenditure for specified purpose or period:		
Special projects	\$ 316,411	\$ 316,411
Security cameras	40,899	-
Winter recreation	2,080	2,080
<i>Total net assets with donor restrictions</i>	<u>\$ 359,390</u>	<u>\$ 318,491</u>

Note 8. Liquidity and Availability of Resources

The following reflects the Center's financial assets as of the statements of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statements of financial position date. Amounts not available include amounts set aside for special projects in the board designated funds that could be drawn upon if the governing board approves that action.

June 30,	2022	2021
Cash	\$ 3,626,906	\$ 2,521,344
Accounts receivable	382,535	420,323
<i>Financial assets, at year-end</i>	<u>4,009,441</u>	<u>2,941,667</u>
Less those unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
Restricted by donors with purpose restrictions	(359,390)	(318,491)
Board designations	(1,000,000)	(1,000,000)
<i>Financial assets available to meet cash needs for general expenditures within one year</i>	<u>\$ 2,650,051</u>	<u>\$ 1,623,176</u>

NOTES TO FINANCIAL STATEMENTS

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Center has board designated funds of \$1,000,000. Although the Center does not intend to spend from these funds other than amounts appropriated for general expenditure as part of its annual budget approval and appropriate process, amounts from these funds could be made available if necessary.

Note 9. Supporting Organization - Pine Haven Boys Center Foundation

Pine Haven Boys Center Foundation ("the Foundation") is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center. Pine Haven Boys Center receives annual contributions from the Foundation which are temporarily restricted for special projects and therapeutic programs not covered by other funding sources. During the years ended June 30, 2022 and 2021, the Center received restricted supporting contributions from the Foundation amounting to \$42,385 and \$45,665, respectively.

Note 10. Retirement Plans

The Center has a defined contribution retirement plan ("the Plan") qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes contributions to the Plan each year equal to 5% of the eligible compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2022 and 2021 amounted to \$58,364 and \$34,495, respectively.

Note 11. Subsequent Events

The Center has evaluated subsequent events through November 7, 2022, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. There were no subsequent events identified that would require disclosure in the financial statements for the year ended June 30, 2022.



PINE HAVEN BOYS CENTER BOARD OF DIRECTORS

OFFICERS

John Reagan President



Ms. Sally Kelly Vice President



Father Remo Zanatta, Treasurer and Secretary (Executive Director) *NON-VOTING MEMBER*



Mr. George Edwards (New England Association of Schools and Colleges)



Barbara Griffin



Steve Fowler



Jennifer Kimball



Mark Hutchins



Attorney:

John Malmberg (Attorney)



Father Remo Zanatta, CRS

Professional Profile:

- Master's Degree in Education – Rivier College, Nashua, NH (2001).
- Bachelor's Degree in Theology – Saint Anselm College, Rome, Italy (1997)
- Ordained Catholic priest – Italy (1998)

Work Experience

Pine Haven Boys Center – Allenstown, NH

April 2021 – October 2021 Transitional Director

Worked with Executive Director to transition into current Executive Director

May 2018 – April 2021 Assistant Executive Director

Managed daily operations of the residential center

1997- 2011 – Cottage Director

Managed Staff in Residential Housing unit

Order of Clerics Regular of Somasca – Houston TX

2017– Present – Major Superior

Formed two religious communities in the USA (Allenstown and Houston)
Admit to the profession the novices, as well as the religious of temporary vows to the renewal of their vows, and to solemn profession;
Admit the religious candidates to ministries and orders

2014 – 2018 – Vocational Director

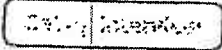
Spiritual director at St. Mary Parish at
Texas A&M, College Station, TX
Louisiana State University, LA
Rice University, TX
University of Houston, TX

Christ the King Catholic Church – Houston TX

2011- 2014 - Parochial Vicar

Assist in pastoral duties for parish

Matthew Willis's Resume



View candidate

Matthew Willis



Authorized to work in the US for any employer

Work Experience

Director of Internal Affairs and Career Development
Cheshire County Department of Corrections
September 2009 to December 2020

- Responsible for overseeing the training department.
- Oversaw safety and security.
- Supervised payroll.
- Managed and monitored internal environment and made recommendations to prevent litigation.
- Responsible for overseeing hiring boards.
- Point of contact for Department of Corrections human resources.
- Oversaw the disciplinary system.
- Maintained, updated and enforced policy and procedures.
- Communicated with courts and other agencies to maintain strong relationships.
- Maintained strong support goals to provide tools to offenders and lower recidivism.
- Conducted all internal and external investigations.
- Ensured Compliance regarding local, state and federal laws.
- Provided leadership and mentoring to staff.
- Voting of the New Hampshire Association of Counties certification board.
- Attended Superintendent Affiliate and Commissioner meetings in the Superintendents absence.

Owner/Partner

Crossfire Paintball LLC
October 2007 to July 2009

- Developed and implemented a business plan.
- Presented submittals to the planning board.
- Coordinated all construction and fit up of building.
- Responsible for accounts payable and receivable.
- Managed daily operations.
- Held largescale events.
- Successfully advertised with media outlets.
- Created and maintained operational budget.
- Interacted with state and local officials during formation and construction of indoor and outdoor facilities.
- Established and maintained working relationships with vendors and the community.

Vice President

Steenbeke and Sons Building Supply Inc.
May 1991 to August 2006

- Maintained a productive work environment for 125 employees.
- Managed 11 locations netting \$32,000,000 per year, netting a 4% increase per year.
- Effectively cut overhead while increasing revenues.
- Prepared and analyzed financial reports.
- Solved customer service issues.
- Maintained working budget for all goods and services

Education

Bachelor's degree in Criminal Justice and Business Administration
Southern New Hampshire University
2023

Skills

- Executive leadership
- Budget and finance
- Project management
- Customer service
- Microsoft Office
- Nonprofit operations
- Accounts Payable
- Budgeting
- Training & Development

Awards

Commendation for Critical Event
2011

Commendation for Valor
2013

Metal of Valor
2019

Assessments

Recruiting — Highly Proficient
March 2021

Managing the candidate sourcing and selection process
Full results: Highly Proficient

Management & leadership skills: Planning & execution — Expert
March 2021

Planning and managing resources to accomplish organizational goals
Full results: Expert

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Certified Corrections Officer
Certified Building Materials Specialist
CPR/First aid

REV. DIXON CHOOLAKKAL RAJAN



LIFE EXPERIENCES

Member of the Order of Somascan Fathers since 1994.
Ordained to the Priesthood in 2008.

WORK EXPERIENCE

- | | |
|---|------------------|
| 1. Jerome Illam: <i>Home for the Abandoned Children</i> | Tamilnadu, India |
| ◆ In charge of the Boys | 2001-2006 |
| ◆ Community Treasurer | |
| 2. Miani Illam: <i>Home for Tsunami Affected Boys</i> | Nagercoil, India |
| ◆ Community Treasurer | 2006-2009 |
| ◆ In charge of Boys Hostel | |
| 3. Suryodaya Boys Center | Bangalore, India |
| ◆ Community Treasurer | 2009-2010 |
| ◆ Director of the Training Center | |

EDUCATION

- | | |
|--|-----------|
| <i>Bachelor of Arts</i>
Bangalore University, India. | 1997-2000 |
| <i>Bachelor of Philosophy</i>
Jeevalaya Institute of Philosophy, Bangalore, India. | 1997-2000 |
| <i>Certificate in Counseling</i>
Treda, De-addiction and Counseling Center, Bangalore, India. | 2004-2005 |
| <i>Bachelor of Theology</i>
Sacred Heart College, Chennai, India. | 2003-2006 |

Joyce Pollinger

Professional Profile

- Boston University School of Social Work
- Certified School Adjustment Counselor
- Qualified Fire Assessment Diagnostician

Professional Highlights

9/99-9/00

FirePsych, Inc.

Assessment and treatment for children.

Clinician

- Fire Assessments
- Fire Education

9/98-Present

Brandon Residential Treatment Center

Treating emotionally/behaviorally challenged youth ages 7-17.

Administrator of Fire Treatment Services

- Group therapy
- Coordinating fire education program
- Consultation

9/94-9/98

Brandon Residential Treatment Center

Clinician/Case Manager 1994-1996

Group Therapy Supervisor 1996-1998

- Individual, family, and group therapy
- Coordinator of group treatment program

1/93-9/94

Concord N.H. Police Department

Youth Care Attendant/Car Detail/Support Staff

- Switchboard/Crimeline operator
- Data Entry/Supervision of Juveniles

11/93-1/96

The Friends Program, Inc.

- Intakes and Discharges
- Coordination of weekend program

1988-1993

Brandon Residential Treatment Program

Residential Program Supervisor 1989-1993

Child Care Worker 1988-1989

- Staff Supervision
- Responsible for supervision and coordination of the daily operations for up to 16 children and adolescents ages 7-17.

Professional Accomplishments:

- Presented with the "Beacon Award" by the MA Coalition on Juvenile Firesetting in November of 2001.
- Developed the first specialized residential treatment program in the State of Massachusetts for children with fire setting behaviors.
- Developed the "Best Practices for Juvenile Firesetting in Residential Programs" as part of the Commonworks Task Force.
- Assisted in the development of the Middlesex County Juvenile Fire Intervention Program

Workshop Presenter:

- Compass: "Juvenile Firesetting Typologies"
- Massachusetts Coalition for Juvenile Firesetting Annual Conference: "Incorporating Firesetting Treatment Across a Residential Program" "Spotlight on Successful Programs"
- MAAPS Conference: "Fire Education in a Residential Program"
- SAFE Conference: "Working with ADHD in the Classroom"
- Boston University Guest Speaker: Adolescent Pathology: Juvenile Firesetting
- Newbury College: Guest Speaker: Adolescent Psychology: Juvenile Firesetting
- 12/11/02 Children's Hospital "Assessment and Treatment of Juvenile Firesetting Behavior"

Professional Affiliations:

- NASW
- Massachusetts Coalition on Juvenile Firesetting Intervention Programs
- The Children's Group Therapy Association
- SAFE Task Force: Student Awareness of Fire Education
- Middlesex County Juvenile Firesetting Task Force/Review Team

RESUME

BRIGIT JENARVIN VASANTH

Objective

To work in an environment which offers a good opportunity to share my knowledge and skills with others and participate myself and work towards a complete satisfaction of the institution.

Personal Details

Date of Birth : 10/26/1987
Place of Birth : Pallam, Tamil Nadu
Sex : Male
Nationality : Indian
Languages : English, Tamil, Telugu, Malayalam and Kannada.
Personal Interests: Reading Books, Football, Volley ball, Cricket, basketball, gardening, listening to music.
Passport details : T1413753

Personal Skills:

- ✓ Dynamic and excellent communication
- ✓ Effective team player, good motivator, capable and adaptable for a fruitful interaction with people
- ✓ Friendly, polite, flexible, hardworking and integrity towards work.
- ✓ Proven record of reliability and responsibility. Leadership quality.
- ✓ Confident and outspoken

Educational Qualification:

- Master of Arts in THEOLOGY, Christ University, Bangalore, India. (2014- 2017)
- Bachelor of THEOLOGY, Dharmaram Vidya Kshetram, Bangalore, India.(2014-2017)
- Master of Arts in PHILOSOPHY, Christ University, Bangalore, India. (2011- 2013)
- Diploma in PHILOSOPHY, Dharmaram Vidya Kshetram, Bangalore, India. (2011-2013)
- Bachelor of Arts in PSYCHOLOGY, SOCIOLOGY, OPTIONAL ENGLISH, Christ College, Bangalore, India. (2006-2009)

Family History:

I was born on 10/26/1987 in Tamil Nadu, India as the youngest in the family. My father is Francis, a fisherman, and my mother is Mary Bencigal, a house wife. My two elder brothers and a sister are married. Both of my brothers are fishermen.

Personal History: (Religious life)

- The Somascan way of life impressed me so much to live and care for the homeless and the orphans that made me to join the Somascans in 2005.
- The year 2009 to 2010 is the year of postulancy. I was in the community of Premalaya Boys center, Bangalore. I also had the working experience to know how the outsiders earn their daily bread and live in the society.
- The year 2010 to 2011 I was in Novitiate under the able guidance of Fr. Pierluigi Vajra in Miani Nagar, Thannamunai, Sri Lanka. I received first profession on 14th May 2011 in Suryodaya, Bangalore, India.
- The year 2011 to 2012 I was in Suryodaya Boys center doing my first year of philosophy and assisting in the boys' center and going for the Sunday ministry nearby parish.
- The year 2012 to 2013 I was in Yuva Vikas the present provincialate doing my 2nd year of Philosophy.
- The year 2013 to 2014 I was in mission experience (Regency), Suryodaya Boys Center, Bangalore. I was assisting the director of Boys center in catering the needs of the boys. I also received my ministry of Lector in the same year.
- The year 2014 to 2016 I studied my first and second year of theology. I was going to nearby parish for the Sunday ministry. In the same year I made my final vows in Suryodaya community.
- The years 2016-2017 I was in Yuva Vikas ,Bangalore continuing my theological studies as well as assisting in the community tasks , parish ministry on Sundays. I also received acolyte in Bangalore.

- The year 2017 April 1st I received Diaconate Ordination in Bangalore, India and I was transferred to the new community. I was given a new appointment to St.Thomas High School and Seminary, Telangana, India to be the formator of Aspirancy and teaching in the School. I accompanied young minor seminarians with constant presence along with the community members. I took English classes and classes on Somascan Spirituality, giving regular meditations on word of God. I organized manual work and worked with them.
- The year 2017, December 28th was the sacerdotal Ordination in Kanya Kumari, Tamil Nadu, India.
- In 2018 that is this year I am in St.Joseph Boys Home, Araku, Andhra Pradesh, India. Now I am director for the boys home and assisting the community superior

I hereby declare that the information and facts stated above are true, correct and complete to the best of my knowledge and belief.

Date;08/29/2019

Fr. Brigit Jenarvin Vasanth CRS

Brittnay Todd



Authorized to work in the US for any employer

Work Experience

CoOwner

TreeScapes By Murphy, LLP - Bedford, NH
April 2020 to Present

- Managing Partner - we are a full tree service company specializing in pruning and trimming to maintain health and aesthetics of your trees.
- Maintain business bank accounts, payment processing, accounts payable, accounts receivable, and tax preparation
- Responsible for most aspects of the business including Marketing, Sales, Client Communications, Accounting
- Implemented all marketing strategies including advertising, company branding, and sales strategies
- Collaborate with business partner daily to ensure we are offering the highest quality services to our community

Sales Manager

Master Roofers, LLC - Manchester, NH
October 2018 to September 2020

- Responsible for managing the client experience and expectations from the time the project is sold through completion of the project.
- Administration of all project related documents including contracts, deposits, insurance and permit acquisition
- Reviewing completed projects for job costing and accuracy prior to issuing final Invoices
- Coordinating and communicating scheduling with the Production Manager and clients

Bartender

DoubleTree by Hilton - Manchester, NH
September 2018 to July 2019

- Specialize in craft cocktail preparation and creation
- Possess a general knowledge of local craft beers to recommend something bar patrons will enjoy
- Knowledgeable in different types of wines and which will pair best with different items from the menu
- Consistently creating new relationships and a great rapport with customers to ensure they become repeat customers
- Experience working events such as political gatherings, concerts, anniversary parties along with other various events while ensuring these events ran smoothly, on schedule and the best possible experience for the guests.

Mixologist/Bartender

Murphy's Taproom & Carriage House - Bedford, NH

August 2017 to September 2018

- Specialize in craft cocktail preparation and creation
- Possess a general knowledge of local craft beers to recommend something bar patrons will enjoy
- Knowledgeable in different types of wines and which will pair best with different items from the menu
- Responsible for training new bartenders on everything from cocktail preparation and knowledge to building customer relationships as well as upselling techniques
- Consistently creating new relationships and a great rapport with customers to ensure they become repeat customers
- Experience working events such as political gatherings, concerts, anniversary parties along with other various events while ensuring these events ran smoothly, on schedule and the best possible experience for the guests.

Office Manager

GDS Architectural Signage Solutions - Manchester, NH

February 2018 to August 2018

- Managing Accounts Payable and Accounts Receivable
- Bank Reconciliations and Deposits
- Managing expenses and credit card statements
- Purchase Order Management
- Quoting/Bidding for New and Existing Clients
- Tracking Employee Time Cards/Other Payroll Related Tasks
- Continually finding new and more efficient ways to streamline central tasks between multi-state offices

Office Manager/Accounts Payable/Assistant Project Manager

Associated Concrete Coatings - Manchester, NH

August 2011 to June 2016

Entry of all payables and purchase orders for company utilizing Sage 100 as well as administration of contracts and job-related documents

- ◆ Managed safety training documentation and assisted with increasing safety policy procedures
- ◆ Assisted in reducing paper consumption and utilizing technology to increase efficiency
- ◆ Working towards bridging gaps in communication within the company; assisting in implementing more efficient processes for scheduling
- ◆ Answered phones and directing to appropriate personnel or assisting with inquiries as necessary
- ◆ Managed the majority of administrative needs for the company officers which included booking travel reservations and assisting with any additional projects as needed

Accounting Administrator

Couch, Conville & Blitt - New Orleans, LA

August 2010 to July 2011

Involved in the creation of the Client Relations department through inter-department collaboration

- ◆ Responsible for daily bank reconciliations, client remittances, company payables and bank deposits
- ◆ Worked with the Accounting Supervisor to improve the department's efficiency during the initial growth period and change in the firm's partners.
- ◆ Researched and posted payments to appropriate accounts
- ◆ Trained new hires within the accounting department on department and specific position functions

- ◆ Developed and maintained positive and effective relationships with employees within the firm in order to create better cohesion between departments

Human Resources Assistant

Universal Personnel - New Orleans, LA

January 2009 to December 2009

Maintained and ensured up to date employee records for over 800 employees

- ◆ Assisted with coordinating random drug testing and background checks and following up with results
- ◆ Managed all employee inquiries

Education

Associate's in Business Management

Manchester Community College

2012 to June 2016

Diploma

Pearland High School

1998 to 2002

Skills

- Quickbooks
- Bookkeeping
- Front Office
- Outlook
- Excel
- Word
- Account Management
- Data Entry
- Sales
- Expense Management
- Accounts Receivable
- General Ledger Accounting
- Accounts Payable
- Sage
- Bank Reconciliation
- Office Management
- Account Reconciliation
- Journal Entries
- Human resources
- Pricing
- Marketing

Additional Information

SKILLS

- ◆ Proficient in Microsoft Word, Excel, PowerPoint and Access
- ◆ Experience with Sage Software, Quickbooks and Collection Legal Software
- ◆ Ability to learn quickly
- ◆ Organized and people-oriented
- ◆ Effective with communication and time management
- ◆ Work well as a team leader or member
- ◆ Creative and decisive
- ◆ Creating and maintaining positive relationships with co-workers, vendors and clients
- ◆ Experience with developing, organizing, and coordinating college fundraising events in a leadership role with Kappa Beta Delta
- ◆ Recent experience volunteering as a coordinator for the MYA soccer program which involved communicating with parents and other volunteers to organize teams and anything else related to the program

ITEM 1

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Remo Zanatta	Executive Director	\$110,000
Matthew Willis	Director of Business Operations	\$108,000
Dixon Choolakal	Residential Director	\$102,000
Joyce Pollinger	Clinical Director	\$107,500
Bridgit Vasanth	Assistant Residential Director	\$64,203
Brittney Todd	Business Operations Manager	\$90,000

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Larl A. Shibiñette
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,288,503.00	6,288,503.00	19,903,207.01

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	8,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,584.00	705,584.00	705,584.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,989,840.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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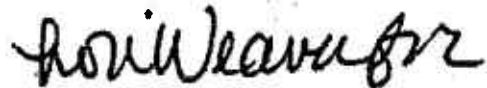
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	83
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewer Name and Title

1. Robert Roder, Administrator for DCYF
2. Richard Sarette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	81
3	Homs for Little Wanderers	Unity House	78
4	Homs for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	85
10	Webster House	Webster	75

Evaluators Name and Title

- 1 Megan Gheson, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buson, Administrator, DCYF
- 4 Tarja Godfredson, Business Administrator, Finance



State of Maryland Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Quarterly Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	20-P-2021-09A-12-R23E3		
LEVEL OF CARE	Level 3		
	Project Name	Individuals	TOTAL BUDGET
1	Deveraux Foundation	Deveraux Level 3 Intensive	74
2	Eastar Beds	RJ Boys - Intensive	63
3	Eastar Beds	Lancelotti - Intensive	65
4	Eastar Beds	Zachary - Intensive	66
5	Eastar Beds	RJ Kids - Intensive	65
6	Home by Life Wellness	WYBIC	77
7	Mount AFB (NeuroRehabilitative)	Mount	83
8	Mount Prospect Academy, Inc.	Option A Ach Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PHS Runner	84
11	Mount Prospect Academy, Inc.	Option A Burme Pyth	84
12	Mount Prospect Academy, Inc.	Option C Carl Hampton	81
13	Mount Prospect Academy, Inc.	Option C Carl Dyer	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campson	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	ESP	65
17	Spaulding Academy & Family Services	NEBP	65
18	Spaulding Academy & Family Services	USP	66
19	St. Ann's Home, Inc.	Option A	67
20	St. Ann's Home, Inc.	Level 3, Option C	67
21	Season School, Inc.	Season	63
22	Unbound Permanency Initiative, Inc.	Unbound	61
23	Whitney Academy Inc.	Option A	61

Residential Services and Beds

- 1 Any Licensed Program Operated by CDH
- 2 Private Respite Program Operated by CDH
- 3 Kathleen Tobin Program Operated by CDH
- 4 Justice Kennedy Administration, DCYF
- 5 State Licensed Administration, Private
- 6 Approved Licensed Residential Placement Agency



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-OBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposal Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell P&A	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hamton	93
5	St. Ann's Home, Inc.	Option B CBAT	81
6	St. Ann's Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	85
8	Youth Opportunities Upheld Inc.	Option C ICBAT	82
9	Youth Opportunities Upheld Inc.	Option C ICBAT	82
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	83

Reviewer Name and Title

- 1 Deryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Urquhart, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tanja Godfredson, Business Administrator, Finance
- 6 Elizabeth Lalonde, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

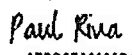
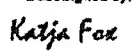
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Pine Haven Boys Center		1.4 Contractor Address PO Box 162, Suncook, NH 03275	
1.5 Contractor Phone Number (603) 485-7141	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$11,382,600.17
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature: DocuSigned by:  Date: 6/24/2021		1.12 Name and Title of Contractor Signatory Paul Riva Executive Director	
1.13 State Agency Signature: DocuSigned by:  Date: 6/24/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials PR
 Date 6/24/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor, under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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EXHIBIT B**

- 1.8.1. Shall be licensed, accredited and certified. Those that are not currently licensed; accredited and certified, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable; with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of, the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
 - 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
 - 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
 - 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
 - 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
 - 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
 - 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/or their prioritized treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact; supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and.
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
- 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
- 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
- 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

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2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				
Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Pine Haven Boys Center	Suncook, NH	20	na
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,

2.7.2.2. Structured and safe, therapeutic milieu environment,

2.7.2.3. Medication Monitoring and management,

2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.7.2.5. Concentrated individualized treatment

2.7.2.6. Specialized assessment and treatment services.

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- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment, Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staffing ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

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2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

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by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

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- 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.7.6.1.4. Recreation (clubs, sports, work).
- 2.7.6.1.5. Family and sibling visits.
- 2.7.6.1.6. Other as required by the individual's treatment plan.
- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event, the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including

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EXHIBIT B

coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

- 3.2. Reserved
- 3.3. Reserved
- 3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Pine Haven Boys Center

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:8
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 (shared case management)
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated

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Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Case Manager	1:8 or see Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	1 FTE
Psychiatrist	Availability of prescriber or psychiatry on site	2 Contracted
Psychologist	Availability of prescriber or psychiatry on site	1 Contracted
Medical Doctor, APRN	Not Required	Not allocated

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Aggressive behavior;
- 3.5.1.2.3. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.4. Fire Setting
- 3.5.1.2.5. Problematic Sexual Behavior
- 3.5.1.2.6. Human Trafficking

- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Reserved

4. Exhibits Incorporated

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- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)

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Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions

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5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months <i>(based on internal data which DHHS will access through CME and DCYF system)</i> • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge <i>(based on internal DCYF data which DHHS will access)</i>
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

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- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals

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who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by

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the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

New Hampshire Department of Health and Human Services
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EXHIBIT C



SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$520,464.17 shall be provided to the Contractor, for the expenses incurred to expand services based on the start-up budget specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the expansion period. All DHHS payments to the Contractor for the expansion period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
 - Financial Manager
 - Department of Health and Human Services
 - 129 Pleasant Street
 - Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is expanded.
- 5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

5.1.1.

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day	\$516.62
Residential Non-IEP eligible youth per day	\$516.62

5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education

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for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

- 5.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:
 - 5.5.1. Sub-total: \$10,862,136
 - 5.5.2. SFY 22: \$3,620,712
 - 5.5.3. SFY 23: \$3,620,712

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Residential Treatment Services for Children's Behavioral Health
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5.5.4. SFY 24: \$3,620,712

6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the

**New Hampshire Department of Health and Human Services
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Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 - Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs		
Basic Information		
Agency Name	Pine Haven Boys Center	
Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ 486,099.00	
Supervisors/managers	88,453.00	
Frontline caseworkers	260,423.00	
Coordination or administrative support	28,855.00	
CQI, QA specialists and/or data analysts		
Other personnel costs	110,368.00	
Program facilities	\$ 26,565.17	
Lease		
Maintenance and utilities		
Other facility costs	26,565.17	
Program materials and supplies	\$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 4,800.00	
Program license or other fees		
Program training (Initial)	4,800.00	Train new staff in TF-CBT or TF-IPT
Other EBP or program model costs		
Systems costs related to program:	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ -	
Vehicles		
Furniture		
Technology Equipment		
Other Equipment		
Telecommunication	\$ 3,000.00	
Phones/Walkie Talkies	3,000.00	
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	\$ -	
Total start-up costs	\$ 520,464.17	

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Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: PAUL RIVA

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services-Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: Paul Riva

Title: Executive Director

DS
PR

Vendor Initials

Date 6/24/2021

New Hampshire Department of Health and Human Services
Exhibit F

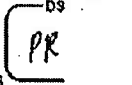


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and


 Contractor Initials
 Date 6/24/2021

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/24/2021

Date

DocuSigned by:

 Name: Paul Riva
 Title: Executive Director

Contractor Initials 
 Date 6/24/2021

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: PAUL RIVA

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/24/2021

Date

DocuSigned by:
Paul Riva
Name: Paul Riva
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law; pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Business
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New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials PR

Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. PR

3/2014

Contractor Initials PR

Date 6/24/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State by:
Katja Fox
 Signature of Authorized Representative
 Katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/24/2021
 Date

Pine Haven Boys center
 Name of the Contractor
Paul Riva
 Signature of Authorized Representative
 Paul Riva
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/24/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/24/2021

Date

DocuSigned by:

Paul Riva

Name: Paul Riva

Title: Executive Director

DS
PR

Contractor Initials

6/24/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 100999101
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

PR

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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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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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Spaulding Academy & Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$77,742,136
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days.

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 3.1. by adding Paragraph 3.1.2., to read:

3.1.2. The Contractor shall agree that all of the ratios listed in Section 3. have 1:1 staff built into the ratio as needed on a case by case basis, the Contractor further agrees:

3.1.2.1. To not request additional funding for 1:1 staffing; and

3.1.2.2. That 2:1 staffing is beyond what is intended in the ratio, and may be requested of the Department.

19. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.

DS
TE

Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.
Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

20. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and ^{DS} could be

filled/operational).

5.3.1.4. Additional occupancy data points requested.

21. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge, Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
-----------------------------------	---

22. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658; Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

23. Modify Exhibit C, Payment Terms, Section 2., to read:

- 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY

DS
TE

SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 – 100% Federal Funds

- 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

24. Modify Exhibit C, Payment Terms, Subsection 5.1., to read:

- 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 5.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

5.1.1.

Program - Community Residential Services	
Residential for eligible youth per day until 6/30/2023	\$789.08
Program - Intensive Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$911.00
Residential Non-IEP eligible youth per day until 6/30/2023	\$911.00
Program - Medically Intense Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$1,113.27
Residential Non-IEP eligible youth per day until 6/30/2023	\$1,113.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$884.72
Residential Non-IEP eligible youth per day until 6/30/2023	\$884.72

Program - Community Residential Services	
Residential for eligible youth per day effective 7/1/2023	\$1,248.42
Program - Intensive Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,237.84
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,237.84
Program - Medically Intense Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,300.85
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,300.85
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,204.78
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,204.78

- 5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the

amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

5.1.3. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

25. Modify Exhibit C, Payment Terms, Subsection 5.3., to read:

5.3. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.3.1. Sub-total: \$77,294,436.00

5.3.2. SFY 22: \$16,665,191.00

5.3.3. SFY 23: \$16,665,191.00

5.3.4. SFY 24: \$21,982,027.00

5.3.5. SFY 25: \$21,982,027.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Spaulding Academy & Family Services

11/28/2023

Date

DocuSigned by:

Todd C Emmons

Name: Todd Emmons

Title: CEO

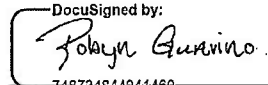
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING ACADEMY & FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 03, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65524

Certificate Number: 0006329273



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael Ventura, hereby certify that:

1. I am a duly elected Officer of Spaulding Academy & Family Services.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 28, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Todd C. Emmons and Meaghan Emmons (may list more than one person) are duly authorized on behalf of Spaulding Academy & Family Services to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/7/23



Signature of Elected Officer

Name: Michael Ventura
Title: Chair, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Heidi Shea</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 800-225-1865</td> <td>FAX (A/C, No): 978-454-1865</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: jnorton@fredcchurch.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td style="text-align: right;">NAIC # 18058</td> </tr> <tr> <td>INSURER B: New Hampshire Employers Insurance Company</td> <td style="text-align: right;">13083</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Heidi Shea		PHONE (A/C, No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865	E-MAIL ADDRESS: jnorton@fredcchurch.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058	INSURER B: New Hampshire Employers Insurance Company	13083	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Spaulding Academy & Family Services 72 Spaulding Road Northfield NH 03276	SPAUYOU-01																				

COVERAGES **CERTIFICATE NUMBER:** 1622508352 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2574880	7/1/2023	7/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 3,000,000																				
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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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			PHPK2574882	7/1/2023	7/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4000938	3/1/2023	3/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<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		
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E.L. DISEASE - EA EMPLOYEE		\$ 500,000																			
E.L. DISEASE - POLICY LIMIT		\$ 500,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SPAULDING
ACADEMY & FAMILY SERVICES

1871 Celebrating 150 Years 2021

MISSION STATEMENT

Spaulding Academy & Family Services supports exceptional children and families toward a successful future

SPAULDING ACADEMY & FAMILY SERVICES

FINANCIAL REPORT

JUNE 30, 2023

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Statement of activities and changes in net assets	4
Statement of functional expenses	5 and 6
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Spaulding Academy & Family Services
Northfield, New Hampshire 03276

Opinion

We have audited the accompanying financial statements of Spaulding Academy & Family Services which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Spaulding Academy & Family Services as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Spaulding Academy & Family Services and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Spaulding Academy & Family Services' ability to continue as a going concern for one year after the date that the financial statements are issued.

70 Commercial Street, 4th Floor
Concord, NH 03301

v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431

v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766

v: 603-448-2650
f: 603-448-2476

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Spaulding Academy & Family Services' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Spaulding Academy & Family Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Spaulding Academy & Family Services' June 30, 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 26, 2022. In our opinion, the summarized information presented herein as of and for the year ended June 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wickham & Company

Concord, New Hampshire
September 26, 2023

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF FINANCIAL POSITION

June 30, 2023 and 2022

ASSETS		2023	2022
CURRENT ASSETS			
Cash		\$ 6,434,994	\$ 6,589,076
Accounts receivable, net of allowance for doubtful accounts of \$20,000 for 2023 and 2022		2,950,970	2,980,666
Grants receivable		1,056	315,530
Contributions receivable		20,000	40,000
Prepaid expenses		120,233	174,125
Food inventory		13,449	16,187
<i>Total current assets</i>		<u>9,540,702</u>	<u>10,115,584</u>
PROPERTY AND EQUIPMENT			
Land		661,615	661,615
Buildings and improvements		13,507,854	12,137,227
Vehicles		947,802	860,752
Furniture, fixtures and equipment		3,676,683	3,547,413
Construction in progress		8,684,309	559,992
		<u>27,478,263</u>	<u>17,766,999</u>
Less accumulated depreciation		<u>10,274,148</u>	<u>9,694,462</u>
		<u>17,204,115</u>	<u>8,072,537</u>
INVESTMENTS AND OTHER ASSETS			
Investments		11,151,070	10,608,617
Beneficial interests in trusts		2,450,008	2,397,287
<i>Total assets</i>		<u>\$ 40,345,895</u>	<u>\$ 31,194,025</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Current maturities of long-term debt		\$ -	\$ 99,473
Accounts payable		865,758	353,396
Accounts payable related to construction		769,481	-
Accrued expenses		1,089,610	895,613
<i>Total current liabilities</i>		<u>2,724,849</u>	<u>1,348,482</u>
Long-term debt, less current maturities		-	1,852,074
Bond payable, net of unamortized debt issuance costs 2023 \$154,658		5,405,737	
<i>Total liabilities</i>		<u>8,130,586</u>	<u>3,200,556</u>
NET ASSETS			
Without donor restrictions (Note 8)		28,207,859	24,050,710
With donor restrictions (Note 9)		4,007,450	3,942,759
<i>Total net assets</i>		<u>32,215,309</u>	<u>27,993,469</u>
<i>Total liabilities and net assets</i>		<u>\$ 40,345,895</u>	<u>\$ 31,194,025</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2023 and Comparative Totals for Year Ended 2022

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
Revenue and support:				
Tuition income	\$ 24,738,805	\$ -	\$ 24,738,805	\$ 22,186,171
Other student services	1,581,280	-	1,581,280	1,307,403
Community based programs	873,881	-	873,881	965,254
Other income	34,366	-	34,366	61,915
Contributions of cash and other financial assets	128,779	20,130	148,909	983,326
Grant revenue	-	289,139	289,139	322,147
Endowment spending draw	350,000	61,742	411,742	389,037
Investment income from trusts	99,181	-	99,181	114,275
<i>Total revenue and support</i>	<u>27,806,292</u>	<u>371,011</u>	<u>28,177,303</u>	<u>26,329,528</u>
Net assets released from restrictions:				
For satisfaction of restrictions from endowment income	55,414	(55,414)	-	-
For satisfaction of program restrictions	365,777	(365,777)	-	-
	<u>421,191</u>	<u>(421,191)</u>	<u>-</u>	<u>-</u>
<i>Total revenue, support and net assets released from restrictions</i>	<u>28,227,483</u>	<u>(50,180)</u>	<u>28,177,303</u>	<u>26,329,528</u>
Expenses:				
Program services:				
Residential program	9,889,503	-	9,889,503	8,475,135
Academic program	7,214,177	-	7,214,177	6,620,320
Program support	3,675,422	-	3,675,422	2,990,406
Community based programs	1,272,127	-	1,272,127	1,207,034
<i>Total program expenses</i>	<u>22,051,229</u>	<u>-</u>	<u>22,051,229</u>	<u>19,292,895</u>
General and administrative	2,396,889	-	2,396,889	2,214,637
Fundraising	99,492	-	99,492	115,791
<i>Total expenses</i>	<u>24,547,610</u>	<u>-</u>	<u>24,547,610</u>	<u>21,623,323</u>
<i>Increase (decrease) in net assets from operating activities</i>	<u>3,679,873</u>	<u>(50,180)</u>	<u>3,629,693</u>	<u>4,706,205</u>
Nonoperating activities:				
Gain (loss) on disposal of assets	(17,328)	-	(17,328)	500
Net realized and unrealized gains (losses), net of spending draw and investment fees	247,396	29,699	277,095	(1,937,352)
Interest and dividends	247,208	32,451	279,659	261,240
Change in value of beneficial interests in trusts	-	52,721	52,721	(291,292)
FFCRA Relief Funds	-	-	-	50,744
	<u>477,276</u>	<u>114,871</u>	<u>592,147</u>	<u>(1,916,160)</u>
<i>Increase in net assets</i>	<u>4,157,149</u>	<u>64,691</u>	<u>4,221,840</u>	<u>2,790,045</u>
Net assets, beginning of year	24,050,710	3,942,759	27,993,469	25,203,424
<i>Net assets, end of year</i>	<u>\$ 28,207,859</u>	<u>\$ 4,007,450</u>	<u>\$ 32,215,309</u>	<u>\$ 27,993,469</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2023 and Comparative Totals for Year Ended June 30, 2022

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	Total Supporting Activities	2023	2022
Personnel expenses:										
Salaries and wages	\$ 5,730,879	\$ 4,450,609	\$ 2,444,617	\$ 771,358	\$ 13,397,463	\$ 1,113,957	\$ 60,870	\$ 1,174,827	\$ 14,572,290	\$ 12,873,312
Overtime wages	794,361	140,171	49,720	14,085	998,337	20,475	-	20,475	1,018,812	907,947
Employee benefits	1,326,523	903,881	497,622	188,647	2,916,673	315,816	5,674	321,490	3,238,163	2,728,605
Payroll taxes	479,437	336,089	184,913	57,500	1,057,939	80,798	3,942	84,740	1,142,679	1,013,867
Workers' compensation insurance	179,249	127,258	105,247	26,566	438,320	10,936	187	11,123	449,443	293,158
Other personnel expense	20,624	9,764	2,593	1,756	34,737	126,389	-	126,389	161,126	144,279
Employee recruitment	-	-	-	-	-	121,277	-	121,277	121,277	123,232
<i>Total personnel expenses</i>	<u>8,531,073</u>	<u>5,967,772</u>	<u>3,284,712</u>	<u>1,059,912</u>	<u>18,843,469</u>	<u>1,789,648</u>	<u>70,673</u>	<u>1,860,321</u>	<u>20,703,790</u>	<u>18,084,400</u>
Program expenses:										
Foster program	-	-	275	94,129	94,404	-	-	-	94,404	181,228
Consulting	62	18,213	120,776	-	139,051	-	-	-	139,051	49,420
Therapy and recreational supplies	2,282	11,404	4,461	210	18,357	-	-	-	18,357	14,749
Building and household supplies	90,750	36,108	3,420	4,026	134,304	-	-	-	134,304	119,456
Educational supplies	53,927	104,109	261	-	158,297	-	-	-	158,297	89,613
Food expense	201,578	82,856	-	-	284,434	-	-	-	284,434	234,877
Medical supplies	-	-	12,377	-	12,377	-	-	-	12,377	13,811
Clothing	17,331	-	-	814	18,145	-	-	-	18,145	14,321
Student transportation	11,622	3,148	604	15,520	30,894	-	-	-	30,894	28,260
Student program funds	77,878	-	-	856	78,734	-	-	-	78,734	62,143
Student activities	14,255	12,464	-	-	26,719	-	-	-	26,719	14,396
<i>Total program expenses</i>	<u>469,685</u>	<u>268,302</u>	<u>142,174</u>	<u>115,555</u>	<u>995,716</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>995,716</u>	<u>822,274</u>
Operating expenses:										
Accounting and auditing fees	-	-	-	-	-	57,186	-	57,186	57,186	52,970
Legal fees and other professional services	19,439	26,462	8,673	5,728	60,302	135,482	7,422	142,904	203,206	151,972
Staff development	12,233	50,979	35,392	10,634	109,238	15,070	113	15,183	124,421	60,106
Staff travel and expenses	8,437	8,181	14,504	1,962	33,084	1,094	-	1,094	34,178	8,824
Office and computer supplies	10,796	13,363	12,097	3,842	40,098	17,103	133	17,236	57,334	46,510
Equipment maintenance and repairs	83,355	98,743	28,845	19,083	230,026	55,995	8,093	64,088	294,114	338,418
Telecommunications	15,577	13,852	14,205	9,405	53,039	8,696	-	8,696	61,735	54,908
Postage and shipping	-	-	-	-	-	4,570	-	4,570	4,570	4,446
Vehicle expenses	24,576	23,144	4,405	1,467	53,592	3,910	-	3,910	57,502	51,273
Property and liability insurance	79,426	77,103	15,630	6,029	178,188	94,811	-	94,811	272,999	236,630
Memberships	3,055	739	325	7	4,126	2,214	275	2,489	6,615	7,333
Interest expense	-	86,911	-	-	86,911	-	-	-	86,911	81,267
Equipment and furnishings	59,175	42,619	12,786	4,656	119,236	26,758	-	26,758	145,994	187,970
Board and committee responsibilities	-	-	-	-	-	2,945	-	2,945	2,945	2,608
Bank fees	-	-	-	-	-	3,356	316	3,672	3,672	3,246
<i>Total operating expenses</i>	<u>316,069</u>	<u>442,096</u>	<u>146,862</u>	<u>62,813</u>	<u>967,840</u>	<u>429,190</u>	<u>16,352</u>	<u>445,542</u>	<u>1,413,382</u>	<u>1,288,481</u>

See Notes to Financial Statements.

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2023 and Comparative Totals for Year Ended June 30, 2022

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	Total Supporting Activities	2023	2022
Occupancy expenses:										
Heating costs	60,547	57,020	10,851	3,613	132,031	9,222	411	9,633	141,664	94,860
Other utilities	61,824	54,916	10,117	3,369	130,226	8,598	383	8,981	139,207	145,829
Maintenance and repairs	112,154	105,620	20,101	6,691	244,566	17,083	761	17,844	262,410	281,000
Property taxes	29,553	27,831	5,297	1,763	64,444	4,501	201	4,702	69,146	76,157
Other occupancy costs	16,743	15,768	3,001	998	36,510	2,550	114	2,664	39,174	52,850
<i>Total occupancy expenses</i>	<u>280,821</u>	<u>261,155</u>	<u>49,367</u>	<u>16,434</u>	<u>607,777</u>	<u>41,954</u>	<u>1,870</u>	<u>43,824</u>	<u>651,601</u>	<u>650,696</u>
Other expenses:										
Depreciation	291,855	274,852	52,307	17,413	636,427	44,454	1,980	46,434	682,861	647,008
Marketing expenses	-	-	-	-	-	91,643	-	91,643	91,643	130,464
Other expenses	-	-	-	-	-	-	8,617	8,617	8,617	-
<i>Total other expenses</i>	<u>291,855</u>	<u>274,852</u>	<u>52,307</u>	<u>17,413</u>	<u>636,427</u>	<u>136,097</u>	<u>10,597</u>	<u>146,694</u>	<u>783,121</u>	<u>777,472</u>
<i>Totals</i>	<u>\$ 9,889,503</u>	<u>\$ 7,214,177</u>	<u>\$ 3,675,422</u>	<u>\$ 1,272,127</u>	<u>\$ 22,051,229</u>	<u>\$ 2,396,889</u>	<u>\$ 99,492</u>	<u>\$ 2,496,381</u>	<u>\$ 24,547,610</u>	<u>\$ 21,623,323</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2023 and 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 4,221,840	\$ 2,790,045
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	682,861	647,008
(Gain) loss on disposal of assets	17,328	(500)
Net realized and unrealized (gain) loss on investments	(688,837)	1,548,315
(Increase) decrease in beneficial interests in trusts	(52,721)	291,292
(Increase) decrease in accounts receivable	29,696	(275,487)
(Increase) decrease in grants receivable	314,474	(314,474)
(Increase) decrease in contributions receivable	20,000	(40,000)
(Increase) decrease in prepaid expenses and food inventory	56,630	(90,973)
Increase in accounts payable	512,362	211,111
Increase in accrued expenses	193,997	94,370
	<u>5,307,630</u>	<u>4,860,707</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(9,062,286)	(874,409)
Proceeds from sale of property and equipment	-	500
Proceeds from sale of investments	411,742	389,037
Purchase of investments	(265,358)	(259,811)
	<u>(8,915,902)</u>	<u>(744,683)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from bond issuance	5,560,395	-
Principal payments on long-term debt	(1,951,547)	(95,521)
Debt issuance costs	(154,658)	-
	<u>3,454,190</u>	<u>(95,521)</u>
<i>Net cash provided by (used in) financing activities</i>		
	<u>(154,082)</u>	<u>4,020,503</u>
<i>Net increase (decrease) in cash</i>		
Cash, beginning of year	6,589,076	2,568,573
	<u>\$ 6,434,994</u>	<u>\$ 6,589,076</u>
<i>Cash, end of year</i>		

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 7. Endowment Funds

The Organization's endowment consists of seven individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law: The Organization is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Directors of the Organization has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the Organization and the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the investment policies of the Organization.

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. The Organization did not have any funds with deficiencies for the year ended June 30, 2023.

Investment Return Objectives, Risk Parameters and Strategies: The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of approximately 5% while growing the funds if possible. Therefore, the Organization expects its endowment assets, over the long term, to produce an average rate of return of 3% over the generally followed Consumer Price Index while prioritizing preservation of the capital in real terms and displaying strong risk management. Actual returns in any given year may vary from this amount.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Organization has adopted a written spending policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Organization expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Organization's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2023 is as follows:

	Without donor restrictions	With donor restrictions	Total
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ -	\$ 674,620	\$ 674,620
Accumulated investment gains	-	724,238	724,238
Board-designated endowment funds	7,321,946	-	7,321,946
	<u>\$ 7,321,946</u>	<u>\$ 1,398,858</u>	<u>\$ 8,720,804</u>

Changes in endowment net assets as of June 30, 2023 are as follows:

	Without donor restrictions	With donor restrictions	Total
Endowment net assets, beginning of year	\$ 7,020,681	\$ 1,336,708	\$ 8,357,389
Investment gain, net	651,265	123,892	775,157
Appropriation of endowment assets for expenditure	(350,000)	(61,742)	(411,742)
Endowment net assets, end of year	<u>\$ 7,321,946</u>	<u>\$ 1,398,858</u>	<u>\$ 8,720,804</u>

Note 8. Net Assets without Donor Restrictions

The Organization's net assets without donor restrictions is comprised of the following:

June 30,	2023
Undesignated	\$ 19,091,086
Board-designated endowment funds	7,321,946
Board-designated for priority needs	1,794,827
<i>Total net assets without donor restrictions</i>	<u>\$ 28,207,859</u>

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2023
Subject to expenditure for specified purpose or period:	
Art supplies	\$ 12,478
Technology	30,943
Lakes Region Riding Academy	14,191
Professional development	37,895
Reading tutoring	15,000
Miscellaneous	27,021
Contributions and grant receivable	21,056
<i>Total subject to expenditure for specified purpose or period</i>	<u>158,584</u>
Endowments subject to the Organization's spending policy and appropriation:	
Investments in perpetuity (original amount of \$674,620), which once appropriated, is expendable to support the Organization's programs	<u>1,398,858</u>
Beneficial interest in assets held by others:	
Beneficial interests in trusts	<u>2,450,008</u>
<i>Total net assets with donor restrictions</i>	<u><u>\$ 4,007,450</u></u>

Note 10. Tuition Income

Tuition income reported on the statement of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue	\$ 7,925,685
Residential revenue	16,813,120
<i>Total</i>	<u><u>\$ 24,738,805</u></u>

Note 11. Retirement Plan

The Organization maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plan covers all employees of the Organization who have completed two years of service and who are at least twenty-one years of age. Each year, the Organization contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the statement of functional expenses is the retirement expense amounting to \$494,430 for the year ended June 30, 2023.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 12. Liquidity and Availability of Resources

The Organization's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

June 30,	2023
Cash	\$ 6,434,994
Accounts receivable	2,950,970
Grants receivable	1,056
Contributions receivable, net	20,000
Beneficial interests in trusts	2,450,008
Investments	11,151,070
<i>Total financial assets</i>	<u>23,008,098</u>
Less amounts unavailable for general expenditures within one year due to:	
Restricted by donors with time or purpose restrictions	(179,640)
Subject to appropriation and satisfaction of donor restrictions	(1,337,858)
Beneficial interests in trusts	<u>(2,450,008)</u>
	(3,967,506)
Amounts unavailable to management without Board's approval:	
Board-designated net assets	<u>(8,766,773)</u>
<i>Total financial assets available to management for general expenditure within one year</i>	<u>\$ 10,273,819</u>

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. Additionally, the Organization has board-designated net assets without donor restrictions that, while the Organization does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

Note 13. Related Party Transactions

The Organization receives financing from a bank which employs one of the Organization's board members. Another board member is also a board of director of that bank. In addition, another board member is president of the company that manages the Organization's retirement plan.

Note 14. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

The three levels of the fair value hierarchy are as follows:

- Level 1 – inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2023:

	Level 1	Level 2	Level 3
Cash and money market funds	\$ 392,551	\$ -	-
Repurchase agreements	-	4,387,354	-
Equities:			
Communication services	216,059	-	-
Consumer discretionary	658,645	-	-
Consumer staples	300,664	-	-
Energy	287,661	-	-
Financials	758,335	-	-
Health care	697,415	-	-
Industrials	549,555	-	-
Information technology	1,390,563	-	-
Materials	286,984	-	-
Real estate	112,254	-	-
Utilities	93,863	-	-
Alternatives	161,564	-	-
Debt and equity mutual funds	1,460,712	-	-
Fixed income:			
Government and government agencies	-	1,717,190	-
Corporate bonds	-	2,067,055	-
Contributions receivable	-	-	20,000
Beneficial interests in trusts	-	-	2,450,008
<i>Total</i>	<u>\$ 7,366,825</u>	<u>\$ 8,171,599</u>	<u>\$ 2,470,008</u>

SPAULDING ACADEMY & FAMILY SERVICES**NOTES TO FINANCIAL STATEMENTS**

The following table presents the change in Level 3 instruments for the year ended June 30, 2023:

	Contributions receivable	Beneficial interests in trusts
Balance, beginning of year	\$ 40,000	\$ 2,397,287
Contribution payments	(20,000)	-
Total realized and unrealized gains, included in changes in net assets	-	52,721
Balance, end of year	<u>\$ 20,000</u>	<u>\$ 2,450,008</u>

Note 15. Commitments

During the year ended June 30, 2023, the Organization entered into a contract for the renovation of one of its existing buildings. The contract totaled approximately \$829,000 and is scheduled to be completed during the year ended June 30, 2024. As of June 30, 2023, there was approximately \$803,000 remaining on the contract.

Note 16. Subsequent Events

The Organization has evaluated subsequent events through September 26, 2023, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. There were no subsequent events identified that would require disclosure in the financial statements for the year ended June 30, 2023.



SPAULDING

ACADEMY & FAMILY SERVICES

1671 Celebrating 150 Years 2021

Board of Directors September 2023

Chair

Michael F. Ventura
President and CEO
Independence Financial Advisors



Michael D. Bourbeau

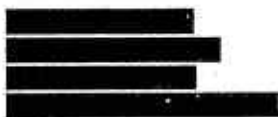


Scott D. McGuffin, Esq.



Vice Chair

Hali B. Dearborn



Catherine Duffy-Cullity



Marcus S. Weeks



Treasurer

Ronald L. Magoon
Chief Executive Officer
Franklin Savings Bank



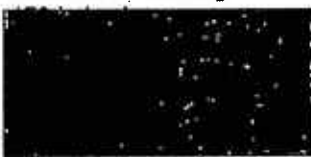
Michael L. Flaherty



Peter C. White

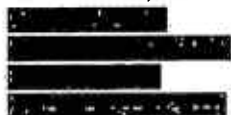


Suzanne H. Gottling



Secretary

Daniel S. Kaplan



Charles Lloyd, Ed.D.
President
White Mountains Community
College



TODD C. EMMONS



EXPERIENCE

Spaulding Youth Center Northfield, New Hampshire 2/17 to present

President and Chief Executive Officer (appointed 10/20).

Chief Financial Officer. Responsibilities include providing leadership, supervision, and oversight for all business and financial activities, including the payroll office; coordinating, preparing, and administering annual operating and capital budgets and providing multi-year financial projections; working with state agencies to develop and negotiate tuition rates and receivables balances; working with the Board of Directors and multiple sub committees, providing regular reports and updates, and actively engaging in monthly meetings; and overseeing and managing all strategic and tactical projects as required. Accomplishments include overhauling staffing and budgeting processes, improving relationships with the Department of Education, and improving communication and trust with all campus constituencies.

Colby-Sawyer College New London, New Hampshire 1/12 to 8/16

Vice President of Finance and Operations / Treasurer. Responsibilities include all aspects of financial operations, facilities, dining services, information technology, library, institutional research, college store, and capital expenditures. Initial appointment included only finance office and IT, with substantial additional responsibilities added. Accomplishments included successfully negotiating bond deal, re-organizing financial budget model, expansion of college operations, transitioning facilities from an outside vendor to inside management, and overseeing capital expansion, including the current construction of the new fine and performing arts building.

Quinsigamond Community College Worcester, Massachusetts 1/07 to 1/12

Vice President for Administrative Services / Chief Financial Officer. Chief fiscal and administrative officer, overseeing all aspects of the College's fiscal operations, physical plant operations, infrastructure and environment, capital improvements, technology, campus security, auxiliary services, and institutional research & planning. Significant accomplishments include restructuring the internal budget models and reporting processes, both to the internal community and to external constituencies, including the Board of Trustees; overseeing significant investments into the campus infrastructure,

involving the expenditure of over \$12 million in various capital initiatives; adding significant financial flexibility to the fiscal operations by more than doubling the level of unrestricted reserves; reorganized IT department and expanded delivery and investment in IT-related areas; improved working relationship with external agencies, especially various state agencies and elected officials.

Elms College Chicopee, Massachusetts 9/03 to 9/06

Vice President of Finance and Operations. Chief Financial Officer responsible for all business office activities, student accounts, payroll, human resources, information technology, physical plant, dining services, post office, telephone, and bookstore activities. Significant accomplishments included: a complete restructuring of the Business Office and related offices, including Student Accounts and Financial Aid; the introduction of analytical models into the budget and enrollment processes, along with establishing a more formalized, informed, and inclusive budget process; overseeing a conversion of the administrative software system; overhauling the college's investment portfolio and the development of an investment policy statement; and the restoration of financial stability into the college's operating performance.

Daniel Webster College Nashua, New Hampshire 4/98 to 9/03

Vice President of Finance and Operations. Chief Financial Officer responsible for all financial and operational matters of the College, including: cash management, accounts receivable, accounts payable, and payroll; \$22 million operating budget; audit compliance; risk management; oversight of all investment and banking activities; and chief human resource officer. Also, managed physical plant, dining services, post office, payroll, telephone, and bookstore activities. Significant accomplishments included: complete reorganization of Business Office (personnel and policies); change in banking relationship and doubling of line of credit; refinancing of existing long term debt; and restructuring of physical plant, insurance, bookstore, and dining operations.

Lecturer. Business Management Department

Saint Anselm College Manchester, New Hampshire 9/85 to 4/98

Assistant Treasurer. Responsible for financial matters of the College, including: analysis of operating budget (\$45 million); College risk manager, managing all lines of insurance; management of College's public financing (Series 1989, 1993, 1996 and 1998); administration of financial custody and control of College's estates and trusts; supervisory responsibility for communications, campus bookstore, and post office areas; director of investment protocol and supervision of College's long term investment portfolio (\$46 million); and administrative oversight of Human Resources, Dining Services, Financial Aid, Security, and Maintenance departments.

Assistant Professor. Economics and Business Department.

United States Trust Company of New York New York, New York 9/81 to 8/85

Economics Officer: International Economist. Professional responsibilities included analysis of major international economies, preparation of foreign trade and exchange rate forecasts, and country risk analyses. Principal author of publications *International Economic Focus* and *International Statistics*, and contributing writer to department's *Quarterly Economic Outlook*. Frequent speaker at Economic Advisory Service seminars.

Irving Trust Company New York, New York 4/78 to 8/81

Manager, Economic Analysis and Planning Department. Principal responsibilities included overall management, project control, and coordination of department activities – encompassing statistical research section, graphics department, and Bank Library. Other assignments involved serving as the Divisional Controller, administering personnel policies, and serving as the sales/production manager of Irving Trust Company's graphics service, Irving Economic Service.

EDUCATION

Stern School of Business, New York University New York, New York
MBA Finance (June, 1985)

London School of Economics & Political Science London, England
MSc. Economics (June, 1977)

Saint Anselm College Manchester, New Hampshire
BA Economics, cum laude (May, 1975)

OTHER

Board Member, Community College System of New Hampshire (CCSNH), Vice Chair, Audit Committee.

Board Member, New Hampshire Health and Higher Education Financing Authority (NH HEFA)

MEAGHAN T. EMMONS

Work Experience

Spaulding Academy & Family Services

Chief Financial Officer

June 2022-Present

Alera Group

Northern New England Finance Manager

January 2022-June 2022

Work with New England Alera offices to lead and direct financial activities.

- Direct day to day accounting activities for offices in coordination with office or regional finance/accounting employees
- Manage finance and accounting team
- Identify and implement opportunities to use regional and/or corporate resources to increase efficiencies across various offices
- Assist in tracking and maximizing opportunities for increasing revenue using synergies across the region

Granite Group Benefits, Manchester NH

Senior Vice President of Finance

June 2003-Present

Worked up from Business Manager to Director of Finance and Operations to CFO increasing responsibility to current role of Senior VP of Finance. Managing all aspects of the Financial Management of a successful employee benefits insurance office as well as oversight of office management and industry regulatory requirements

- Lead the process of due diligence and valuation for the sale of the company including financial reporting and analysis, overview of business operations, employee matters and compensation, and systems and technology infrastructure.
- Oversee all financial transactions of the business including cash inflow and outflow; maintain bank account information and relationships; accounts payable and accounts receivable; and budgeting
- Participate in company strategic planning and income analysis
- Maintain agency management system software including reporting and commission coordination and payment
- Create and maintain custom financial spreadsheets to track as well as project income and expenses
- Manage all monthly and yearly financial reporting, reconciliations, analysis and company valuations
- Assist in annual tax preparation
- Prepare annual 5500 reports for clients for filing in accordance with ERISA requirements
- Oversee and coordinate all company business insurance coverage
- Oversee and coordinate all office industry regulatory licensing and insurance carrier contracting
- Supervise administrative staff to oversee office operations, maintenance and upkeep
- Plan and coordinate company retreats and team building activities, both on and off site

Saint Anselm College, Manchester NH

Office of Student Activities and Leadership Programs

Student Programs Coordinator

January 2003-June 2003

Led a busy Student Activities office and oversaw student volunteers in planning and implementing extracurricular activities for students (Interim position)

- Responsible for the development, coordination, implementation, and/or supervision of all activities and events sponsored by the Student Activities and Leadership programs as well as student run organizations
- Manage on campus student events including performance contracts and all financial matters
- Advise the Campus Activities Board (CAB) in all Theme Weeks and miscellaneous semester events as well as the development, planning, budgeting, and marketing of events

- Assist with the planning of New Student Orientation, Family Weekend, Fall Programming, and Recognition Awards
- Serve as a resource on contract matters, liability and risk avoidance and ensure compliance with college regulations

Volunteer Experience

UpReach Therapeutic Riding Center, Goffstown NH

January 2012-Present

Work with students and staff during both mounted and unmounted therapy programs harnessing the power of the horse

- Provide assistance in grooming, tacking and general horse knowledge and behavior for mounted and unmounted programming
- Lead horse or walk alongside rider and interact and participate with the student, providing various support - physical, emotional, reinforcing directions, and assisting with skills as needed throughout the session

New England Parkinson's Ride, Old Orchard Beach ME

September 2016-Present

Participate in an annual cycling fundraiser with over 1000 riders for the benefit of Parkinson's Research

- Assist in planning and preparation for ride weekend throughout the year as well as attending ride weekend from set up to break down
- Lead registration volunteer, implementing processes to streamline and speed up check in and bib registration process for more than 1000 riders

Education

Southern New Hampshire University, Manchester NH

September 2007

Masters in Business Administration

St. Anselm College, Manchester NH

May 2002

Bachelor of Arts, Cum Laude, Liberal Studies in the Great Books

Awarded Certificates in Spanish and Communications, Dean's List of Scholars, Delta Epsilon Sigma Honor Society

Skills

Proficient in a wide variety of computer programs including Microsoft Office Suite, QuickBooks Financial Software, as well as experience with both Microsoft and Apple Operating systems

References available upon request

AMANDA G. CHAMPAGNE, MS, MBA

Professional Summary

Exceptional leader and mentor in the areas of business administration, management, conflict resolution, crisis prevention, treatment plan orientation, process, procedure and policy development, and family, child, and adolescent development. Technologically savvy with outstanding relationship-building, training, and presentation skills. Experience and training in accreditation surveying for CARF. Experienced in online adult learning management through various platforms including curriculum and subject matter review.

Skills

- Critical Thinking Skills
- Detailed oriented
- Extremely well organized
- Team leadership
- Conflict resolution
- Flexible
- Process, Procedure, and Policy minded
- Report writing
- Online training experience
- Training program development
- Documentation and reporting
- Works well under pressure
- Microsoft Office proficiency
- Crisis Management and de-escalation skills

Work History

Administrative Surveyor- 10/2023- Present

CARF International (Commission on Accreditation of Rehabilitation Facilities) – Tuscan, AZ

- Administrative Review for conformance to the ASPIRE standards.
- Review of all program-related responsibilities for the accreditation surveyor for various programs
- Knowledgeable of Behavioral Health and Child and Youth Standards
- Provides recommendations and collaboration around best practices and conformance to the standards.
- Acts as a team leader for the organization of the survey process, completes accreditation reports, and submits accreditation recommendations.

Academic Support/ Subject Matter Expert- March 2023- Present

University System of New Hampshire, College of Professional Studies- Manchester, NH

- Review course layout, subject, and activity areas.
- Research best practices and relevant content for the new/ established curriculum for various courses.
- Updating and creating learning objectives, activities, and learning outcomes.

Vice President of Family Services, 8/2023- Present

Executive Director of Family Services, 9/2020 to 8/2023

Spaulding Academy & Family Services– Northfield, NH

- Manages and administers all aspects of the Family Services Program including Residential, Clinical, Behavioral, Health Services, Community Based Services, and Training.
- Oversight compliance and adherence to all licensing, administrative, and accreditation entities.
- Develop and maintain budget requirements for all program components including contract manager for all program-related contracts.
- Implemented and prepared for CARF accreditation and continuous quality improvement.
- Oversees and evaluates all aspects of business operations for Spaulding's Programs.
- Signatory on behalf of the Spaulding Program and Business
- Develop and implement new sources of revenue and programs for children, youth, and adults
- Executive Leader- provides coaching, mentoring, and guiding Directors and program staff

Academic Instructor, CWEP, 06/2018 to Current

Granite State College – Concord, NH

- Online instruction for a variety of topics related to child and adolescent development, supporting children with traumatic backgrounds, child welfare, Autism, Managing Severe behaviors, Teen Adolescents Needs, FACES Classes
- Managing an online continuing education environment
- Reviewing materials, supporting information, and expertise for the continual education of others
- Grading and managing adult online learners, providing feedback and correction

Director of Residential Services, 10/2014 to September 2020

Spaulding Youth Center – Northfield, NH

- Manages and administers all aspects of the Residential Services Program.
- Manages a 71-bed facility for children and young adults for 5 residential units.
- Develops, and maintains all residential aspects of a 14-million-dollar budget
- Oversees and evaluates all aspects of business operations.
- Oversees and recommends clinical intervention for behavioral programming.
- Program fidelity with regard to rules and regulations set forth by several NH State Agencies.
- Program Director with regard to Child Care Licensing and NH DHHS
- Recruitment, Retention as well as all supervisory aspects of over 90 staff

Assistant Residential Director, 12/2013 to 10/2014

Spaulding Youth Center – Northfield, NH

- Program Quality Assurance Scheduling of all residential buildings Budget planning and review of expenditures Crisis Intervention/ Behavior Management for students and families Responsible for licensure Supervision of all residential components.

Residential Supervisor/ Senior Supervisor, 02/2006 to 12/2013

Spaulding Youth Center – Northfield, NH

- Direct supervision of all residential components Payroll, hiring, discipline of policy and procedure for all staff Revision and instruction of treatment plans and IEP for students Authorization for extended room and board for the states of Maine and Connecticut Facilitate and coordinate training for all residential staff.

Residential Counselor III, 11/2000 to 02/2006

Spaulding Youth Center – Northfield, NH

- Direct care of students with disabilities Case management including monthly reports, weekly reports, treatment plans, goals, and objectives.
- Tracking and using behavioral excess and behavioral deficit data Payroll and supervisory duties.

Softscape Foreman, Belknap Landscape Company, 05/1998 to 11/2000

Belknap Landscape Co Inc. – Gilford, NH

- Pruning, weeding, annuals, and perennials installation
- Ordering and reporting materials used and given
- Plant and flower bed design.

Education

Master of Business Administration, January 2019

Southern New Hampshire University - Manchester, NH

GPA: 3.8

Master of Psychology: Child and Adolescent Development, June 2015

Southern New Hampshire University - Manchester, NH

GPA: 3.9

B.S: Psychology, Family Studies, June 2012

Granite State College - Concord, NH

A. S: Human Service, June 2008

Laconia Community Technical College - Laconia, NH

Licensed Nursing Assistant, 2005

Lakes Region Community College - Laconia, NH

Accomplishments

- Professional Crisis Management trainer and Instructor.
- CARF Accreditation Facilitator and Key Point of Contact
- CARF Administrative Surveyor
- Trust Based Relational Interventions
- Positive Behavior Intervention and Support.
- Positive Relationships in a Healing Environment.
- Behavioral Tools.
- Policy and Procedure Facilitator
- Exceptional prevention, de-escalation, and crisis management skills.
- ALICE Instructor certified.
- Justice of the Peace
- CANS Certified Instructor

Volunteer Associations

- Board Member, Tilton, and Northfield Youth Assistance Program, since 2017
- Board Member, Lakes Region United Soccer, 2018-2021
- Registrar, Lakes Region United Soccer, since 2018-2021

References

Excellent references are available on request.

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Todd C. Emmons	CEO	\$137,500
Meaghan Emmons	CFO	\$96,250
Amanda Champagne	Vice President	\$150,000

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibbinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,969,640.18	\$47,654,687.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1. Robert Rodier, Administrator for DCYF
2. Richard Sarette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE		Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER		RFP-2021-DBH-12-RESID		
LEVEL OF CARE		Level 2		
	Proposer Name	Option/Program	TOTAL SCORE	
1	Chase Home	Portsmouth	85	
2	Dover Childrens Home	Dover	81	
3	Home for Little Wanderers	Unity House	75	
4	Home for Little Wanderers	Keene House	78	
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81	
6	Nashua Children's Home	Nashua	81	
7	Orion House Incorporated	Orion	82	
8	Spaulding Academy & Family Services	Spaulding	81	
9	St. Anns Home, Inc.	St. Ann's	95	
10	Webster House	Webster	73	

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tarja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RF-P-2021-024-12-RES-0		
LEVEL OF CARE	Level 3	Level 3	TOTAL SCORE
	Provider Name	Option/Program	
1	Deveraux Foundation	Deveraux Level 3 Intensive	74
2	Eastar Seeds	RJ Boys - Intensive	85
3	Eastar Seeds	Lancaster - Intensive	85
4	Eastar Seeds	Zachary - Intensive	80
5	Eastar Seeds	RJ Krol - Intensive	80
6	Home for Little Wanderers	Wendigo	73
7	Mariner AHI (NeuroRehabitive)	Mariner	83
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSB Rumney	84
11	Mount Prospect Academy, Inc.	Option A Summit Flynn	84
12	Mount Prospect Academy, Inc.	Option C Cast Hampton	85
13	Mount Prospect Academy, Inc.	Option C Cast Flynn	84
14	Mount Prospect Academy, Inc.	Option D Gale Cary Campton	86
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	RFI	85
17	Spaulding Academy & Family Services	NSP	85
18	Spaulding Academy & Family Services	UP	80
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	83
22	Vermont Permanency Initiative, Inc.	Nymont	81
23	Whitney Academy Inc.	Option A	81

Reviewer Name and Title

- 1 Amy Lashford, Program Specialist IV, CBH
- 2 Phyllis Powell, Program Specialist IV, CBH
- 3 Kathleen Talbot, Program Specialist IV, CBH
- 4 Jessica Kestinger, Administrator, DCYF
- 5 Kyrin Leonard, Administrator, Planning
- 6 Rebecca Lutton, Financial Reporting Adm.



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anne Home, Inc.	Option B CBAT	81
6	St. Anne Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	85
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Daryl Tenney, Program Specialist IV, CBH
- 2 Adela Bauman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tarja Godfredson, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Spaulding Academy & Family Services		1.4 Contractor Address 72 Spaulding Road, Northfield, NH 03276	
1.5 Contractor Phone Number (603) 286-8901 x:106	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$50,443,273
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Todd C. Emmons</i> Date: 6/18/2021		1.12 Name and Title of Contractor Signatory Todd C. Emmons CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 6/23/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials TCE
Date 6/18/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed, accredited and certified. Those that are not currently licensed, accredited and certified, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/or their prioritized treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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Reserved				
Level of Care 2, Intermediate Treatment	Spaulding Academy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (IRP)	Spaulding Academy & Family Services	Northfield, NH	15	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (MIP)	Spaulding Academy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (NBIP)	Spaulding Academy & Family Services	Northfield, NH	20	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Level of Care 2, Intermediate Treatment**

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs.

2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

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- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. **Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8

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2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

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2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.

2.6.5.4.2. Vocational Services.

2.6.5.4.3. Formal Education.

2.6.5.4.4. Training Programs.

2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.6.6.1.1. Court Hearings.

2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

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- their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

- 2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of

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residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

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- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the

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Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

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2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

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2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Reserved

2.9. Reserved

2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Community Residential Program (CRP)

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved
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		Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	No Variation
Family Worker	1:8	No Variation (shared case management)
Family Therapist	Not required	Shared across programs 1:8
Transportation	Not Required	1:4 (transportation/recreation)
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	1:10
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:10
Psychiatrist	Not required	1 Contracted
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	1 Part Time
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Intensive Residential Program (IRP)

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing	Ratio Department
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	Requirements	Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 (including case management)
Family Therapist	1:8	Shared across programs
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	2 FT 2PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontracted- Shared
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	1 FT, 1 PT Shared with other programs
Other	* Not required indicates that a specific position/personnel was not required or as a ratio	

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3.5.2. Medical Intensive Program (MIP)

3.5.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	Not Allocated
Direct Care 2nd shift	Milieu 1:3	1:1
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	1:8 shared with other programs
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	Not Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	5 FT 3 PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontracted; shared
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor or APRN	Not Required	1 FTE shared
Dietician	Not Required	1 FTE shared
	* Not required indicates that a specific position/personnel	

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	was not required or as a ratio	
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3.5.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.2.2.1. Severe Medical Needs

3.5.3. Neurobehavioral Intensive Program (NBIP)

3.5.3.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	1:2
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Shared
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Not Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	2 FT 2 PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontract; Shared
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Shared across program

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RBT Sills Advisor	* Not required indicates that a specific position/personnel was not required or as a ratio	1 FT
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3.5.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.3.2.1. Neurobehavioral needs;

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

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Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations

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Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

- 6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

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Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child.
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of

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individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.

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- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after).
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

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- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what

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individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services.

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidelines.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$447,700.00 shall be provided to the Contractor, for the expenses incurred to launch services based on the start-up budget specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
- 5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 5.1.1.

Program - Community Residential Services	
Residential for eligible youth per day	\$789.08
Program - Intensive Residential Services	
Residential for IEP eligible youth per day	\$911.00
Residential Non-IEP eligible youth per day	\$911.00
Program - Medically Intense Residential Services	

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Residential for IEP eligible youth per day	\$1,113.27
Residential Non-IEP eligible youth per day	\$1,113.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day	\$884.72
Residential Non-IEP eligible youth per day	\$884.72

5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

5.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.2. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

5.2.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5.2.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

5.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:

5.3.1. Sub-total: \$49,995,573

5.3.2. SFY 22: \$16,665,191

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 5.3.3. SFY 23: \$16,665,191
- 5.3.4. SFY 24: \$16,665,191
- 5.4. The Department may review rates every two years as it coincides with the State's biennium budget and may consider rate adjustments.
- 6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).
- 7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs

Basic Information	
Agency Name	Spaulding Academy & Family Services

Level 3 - Medically Intensive Program

Start-up costs	Line Item	Amount requested	Notes (if needed)
Personnel costs		\$ 286,000.00	
	Supervisors/managers	220,000.00	Full time medical director and health services director
	Frontline caseworkers		
	Coordination or administrative support		
	CQI, QA specialists and/or data analysts		
	Other personnel costs	66,000.00	Applicable benefits for directors above
Program facilities		\$ 2,000.00	
	Lease		
	Maintenance and utilities		
	Other facility costs	2,000.00	Renovate shower entrance
Program materials and supplies		\$ 8,000.00	
	EBP or program model-specific materials		
	Recruitment, hiring, on-boarding materials		
	Other program materials/supplies	8,000.00	Misc pharmacy supplies and medical oxygen cylinders
Staff transportation		\$	
	Mileage		
	Gas		
	Other staff transportation		
EBP or program model-specific expenses		\$ 10,000.00	
	Program license or other fees		
	Program training (initial)	10,000.00	Staff development and training
	Other EBP or program model costs		
Systems costs related to program		\$ 100,000.00	
	Technology for data collection, reporting	100,000.00	Electronic Health Records System
	Other systems		
Consulting and sub-contracting		\$ 5,000.00	
	Consulting	5,000.00	Lab Services
	Sub-contracting		
Equipment		\$ 36,700.00	
	Vehicles		
	Furniture	5,000.00	
	Technology Equipment	5,000.00	
	Other Equipment	26,700.00	Modcarts, Hoyer Lift and Medical Equipment
Telecommunication		\$	
	Phones/Walkie Talkies		
	Internet Service		
	Other Telecommunication		
Client Provisions		\$	
	Food		
	Clothing/Hygiene		
	Other Client Provisions		
All other start-up costs		\$	
Total start-up costs		\$ 447,700.00	



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

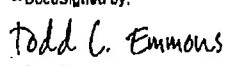
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/18/2021

Date

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/18/2021

Date

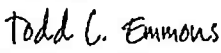

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**New Hampshire Department of Health and Human Services
Exhibit F**



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

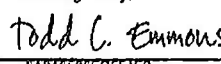
LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/18/2021

Date

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

Contractor Initials 
 Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/18/2021

Date

DocuSigned by:
Todd C. Emmons
Name: Todd C. Emmons
Title: CEO

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Todd C. Emmons

Name: Todd C. Emmons

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section. 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services

Exhibit I.

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from; or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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Contractor Initials TCE

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/23/2021

Date

Spaulding Academy & Family Services

Name of the Contractor

Todd C. Emmons

Signature of Authorized Representative

Todd C. Emmons

Name of Authorized Representative

CEO

Title of Authorized Representative

6/18/2021

Date

Contractor Initials TCE

Date 6/18/2021

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

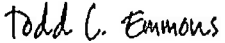
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/18/2021

Date

DocuSigned by:

 Name: Todd C. Emmons
 Title: CEO

Contractor Initials 
 Date 6/18/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073970667

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: <u>Todd C. Emmons</u>	Amount: _____
Name: <u>Amanda G. Champagne</u>	Amount: _____
Name: <u>Chandra Miller</u>	Amount: _____
Name: <u>Colleen Sliva</u>	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits, and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data, by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and St. Ann's Home, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021 (item # 38B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 19,534,022
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to



the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

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Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

- 5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
 - 5.3.1. Reporting shall include point in time census information, including, but not limited to:
 - 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
 - 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
 - 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
 - 5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

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Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (based on internal data which DHHS will access through CME and DCYF system) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (based on internal DCYF data which DHHS will access)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY

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SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Paragraph 4.1., to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 4.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

4.1.1.

Program - Group Home Level 2	
Residential for eligible youth per day until 6/30/2023	\$373.36
Program - Community Treatment Residence	
Residential for IEP eligible youth per day until 6/30/2023	\$478.45
Residential Non-IEP eligible youth per day until 6/30/2023	\$478.45
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day until 6/30/2023	\$528.54
Residential Non-IEP eligible youth per day until 6/30/2023	\$528.54
Program - ICBAT	
Residential for IEP eligible youth per day until 6/30/2023	\$694.32
Residential Non-IEP eligible youth per day until 6/30/2023	\$694.32
Program - CBAT	
Residential for IEP eligible youth per day until 6/30/2023	\$571.62
Residential Non-IEP eligible youth per day until 6/30/2023	\$571.62

Program - Group Home Level 2	
Residential for eligible youth per day effective 7/1/2023	\$488.20
Program - Community Treatment Residence	
Residential for IEP eligible youth per day effective 7/1/2023	\$656.11
Residential Non-IEP eligible youth per day effective 7/1/2023	\$656.11
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day effective 7/1/2023	\$704.79
Residential Non-IEP eligible youth per day effective 7/1/2023	\$704.79
Program - ICBAT	
Residential for IEP eligible youth per day effective 7/1/2023	\$854.78
Residential Non-IEP eligible youth per day effective 7/1/2023	\$854.78
Program - CBAT	
Residential for IEP eligible youth per day effective 7/1/2023	\$734.38
Residential Non-IEP eligible youth per day effective 7/1/2023	\$734.38

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- 4.1.2. Medicaid eligible services provided shall not be duplicate billed, therefore, Medicaid eligible services included in the rates in the table listed under Subsection 4.1.1. shall not be billed separately.
- 4.1.3. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts Operational Services Division (OSD).
- 4.1.4. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$19,534,022
 - 4.5.2. SFY 22: \$3,738,664.00
 - 4.5.3. SFY 23: \$3,738,664.00
 - 4.5.4. SFY 24: \$6,028,347.00
 - 4.5.5. SFY 25: \$6,028,347.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

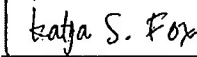
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

Date

DocuSigned by:



Name: Katja S. Fox

Title: Director

St. Ann's Home, Inc.

11/28/2023

Date

DocuSigned by:



Name: Joseph Cronin

Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:

Robyn Guarino

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Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 042104866

[Request certificate](#)

[New search](#)

Summary for: ST. ANN'S HOME, INC.

The exact name of the Nonprofit Corporation: ST. ANN'S HOME, INC.			
The name was changed from: ST. ANN'S ORPHANAGE AND HOME on 05-21-1985			
Entity type: Nonprofit Corporation			
Identification Number: 042104866			
Date of Organization in Massachusetts: 02-21-1955		Date of Revival:	
Last date certain:			
Current Fiscal Month/Day: /		Previous Fiscal Month/Day: 01/31	
The location of the Principal Office in Massachusetts:			
Address: 100A HAVERHILL ST. City or town, State, Zip code, METHUEN, MA 01844 USA Country:			
The name and address of the Resident Agent:			
Name: Address: City or town, State, Zip code, Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	JOSEPH CRONIN	16 RIVER EDGE PLACE METHUEN, MA 01844 USA	
TREASURER	J. BRYAN HEHIR	HAUSER CENTER, 79 JFK STREET CAMBRIDGE, MA 02138 USA	
CLERK	MARILYN ANDREWS	83 CLEVELAND ST. MALDEN, MA 02148 USA	
DIRECTOR	JOSEPH CRONIN	100-A HAVERHILL ST. METHUEN, MA 01844 USA	
DIRECTOR	MS.STEPHANIE AZNOIAN	216 GREENWOOD RD. ANDOVER, MA 01810 USA	
DIRECTOR	PETER QUINLAN	33 PASHO ST. ANDOVER, MA 01810 USA	

DIRECTOR	J. BRYAN HEHIR	HAUSER CENTER, 79 JFK STREET CAMBRIDGE, MA 02138 USA	
DIRECTOR	STEVEN ROSENBERG	56 WILLIAM STREET ANDOVER, MA 01810 USA	
DIRECTOR	CHRISTOPHER CASEY	22 PLYMOUTH ST. METHUEN, MA 01844 USA	
DIRECTOR	RON DESJARDINS	2 CHRISTOPHER LANE DERRY, NH 03038 USA	
DIRECTOR	RICHARD DEYERMOND	20 MILL STREAM DR. ATKINSON, NH 03819 USA	
DIRECTOR	JAMES MACMILLAN JR.	P.O. BOX 2516 NORTH CONWAY, NH 03860 USA	
DIRECTOR	MARILYN ANDREWS	83 CLEVELAND ST. MALDEN, MA 02148 USA	

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

ALL FILINGS
Annual Report
Application For Revival
Articles of Amendment
Articles of Consolidation - Foreign and Domestic
Articles of Consolidation - Domestic and Domestic

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

The Commonwealth of Massachusetts

Filing Fee: \$15.00

William Francis Galvin
 Secretary of the Commonwealth
 One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512
 Telephone: (617) 727-9640

M.G.L. Ch.180
 Corporation
 Annual Report

ANNUAL REPORT 230004364

IDENTIFICATION

Filing for November 1, 20 23

NO. 04 210 4866 ✓

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. NAME: St. Ann's Home, Inc.

2. ADDRESS: 100A Haverhill Street
(number) (street)
Methuen MA 01844
(city or town) (state) (zip)

3. DATE OF THE LAST ANNUAL MEETING: September 2023

4. If the corporation is a cemetery corporation, it must hold perpetual care funds in trust and attach a copy of the written agreement establishing the trust. (check appropriate box)

The cemetery corporation certifies that perpetual care funds are held in trust and a copy of the written agreement establishing the trust is attached.

OR

The cemetery corporation hereby certifies that it does not hold perpetual care funds in trust.

5. State the names and addresses of the president, treasurer, clerk, at least one director of the corporation, and the date on which the term of office of each expires: (PLEASE TYPE OR PRINT).

NAME OF OFFICE	NAME	ADDRESSES Number, Street, City or Town, State and Zip Code	EXPIRATION OF TERM OF OFFICE
President:	Joseph Cronin	16 Rivers Edge Pl, Methuen, MA 01844	N/A
Treasurer:	J. Bryan Hehir	9 Glen Rd, Welleseley, MA 02481	N/A
Clerk: (or Secretary)	Marilyn Andrews	83 Cleveland St, Malden, MA 02148	N/A
Directors: (or Officers having the powers of Directors)	See Attached List		

I, the undersigned Marilyn Andrews being the Secretary/Clerk of the above-named corporation, in compliance with General Laws, Chapter 180, hereby certify that the information above is true and correct as of the dates shown.

IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 24TH
 day of OCTOBER, 20 23.

Signature: Marilyn Andrews Title: Clerk

Contact Person: Marilyn Andrews Contact Person Telephone #: 339-224-0144

St. Ann's Home, Inc.
Board of Trustees
October 19, 2023

<p>Mr. Joseph Cronin President & CEO St. Ann's Home & School 100A Haverhill Street Methuen, MA 01844 jcronin@st.annshome.org 978-682-5276</p>	<p>Mr. Steven Rosenberg 56 William Street Andover, MA 01810 Stevenj.Rosenberg@gmail.com 978-749-8814</p>
<p>Mr. Peter Quinlan 33 Pasho Street Andover, MA 01810 pquinlan@fredcchurch.com 978-475-1865</p>	<p>Fr. Christopher Casey St. Matthew the Evangelist Parish 1 Grace Avenue Billerica, MA 01821 fatherchriscasey@gmail.com 978-663-8816</p>
<p>Father J. Bryan Hehir Board Treasurer Hauser Center 79 JFK Street Cambridge, MA 02138 reverendbryan_hehir@rcab.org 617-746-5733</p>	<p>Ron Desjardins 3 Christopher Lane Derry, NH 03038 rpedesjardins@comcast.net 603-434-5054</p>
<p>Mr. James MacMillan, Jr. P.O. Box 2516 North Conway, NH 03860 nyselabs@yahoo.com 617-392-2887</p>	<p>Ms. Stephanie Aznoian Board Chair 216 Greenwood Road Andover, MA 10810 steph.aznoian@gmail.com 851-991-0156</p>
<p>Ms. Marilyn Andrews Secretary 83 Cleveland Street Malden, MA 02148 marilyn1850@gmail.com 781-397-0646</p>	

CERTIFICATE OF AUTHORITY

I, Marilyn Andrews, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of St. Ann's Home, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 31, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Joseph T. Cronin, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of St. Ann's Home, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/27/2023

Marilyn Andrews
Signature of Elected Officer
Name: Marilyn Andrews
Title: Clerk/Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

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 Roman Catholic Archdiocese of Boston 66 Brooks Drive Braintree, MA 02184 Braintree MA 02184	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME</td> </tr> <tr> <td>PHONE (A/C, No, Ext) 617-746-5752</td> <td>FAX (A/C, No)</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS Certificates@Ratorisk.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A Fides Insurance Group</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B National Catholic Risk Retention Group</td> <td></td> </tr> <tr> <td>INSURER C Massachusetts Catholic Self Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	CONTACT NAME		PHONE (A/C, No, Ext) 617-746-5752	FAX (A/C, No)	E-MAIL ADDRESS Certificates@Ratorisk.com		INSURER(S) AFFORDING COVERAGE		INSURER A Fides Insurance Group	NAIC #	INSURER B National Catholic Risk Retention Group		INSURER C Massachusetts Catholic Self Insurance Group		INSURER D		INSURER E		INSURER F	
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INSURER D																					
INSURER E																					
INSURER F																					
INSURED Location 475-600 St. Ann's Home 100 A Haverhill Street Methuen MA 01844																					

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			Fides 23-002 \$250,000.00	07/01/23	07/01/24	EACH OCCURRENCE \$ 1,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			RRG 10358-26 \$750,000.00			DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPL ES PER:						MED EXP (Any one person) \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below		N/A	Certificate of Approval Commonwealth of Massachusetts 3000001012023	03/31/23	03/31/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACC DENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of General Liability and Workers Compensation Insurance for St. Ann's home, Inc.

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amanda Taillon

ST. ANN'S HOME & SCHOOL



MISSION STATEMENT

The mission of St. Ann's Home & School is to provide a continuum of assessment, treatment, educational, and community-based services for children, adolescents, and young adults who present with a variety of mental health, emotional, and educational challenges. We seek to provide state-of-the-art programming and services in collaboration with these clients, their families, and other community and state agencies to help them manage challenges through our residential, day school, and community outreach programs with the goal of supporting the child in the least restrictive setting."

ST. ANN'S HOME, INC.



Year End Financial Package

June 30, 2022

Prepared By



CERTIFIED PUBLIC ACCOUNTANTS AND
BUSINESS CONSULTANTS

Email: mpreziosi@imgpc.com
jmadden@imgpc.com
cobrien@imgpc.com



Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

Year End Financial Package

- Financial Results Overview
- Audited Financial Statements
- Memorandum of Discussion Points
- Communication with Those Charged with Governance



Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

Overview of Year End Financial Package

This year-end package contains a number of items we believe you will find useful as you review the operations of St. Ann's Home for the past fiscal year and plan for future years.

- *Audited Financial Statements*
- *Memorandum of Discussion Points*
- *Communication with Those Charged with Governance*

Included is a *Financial Results Overview*, which outlines St. Ann's Home financial results using ratios and analysis relevant to nonprofit organizations.

We hope you will find this information helpful. Please contact us if we can be of further assistance.

Financial Results Overview



Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

**INDEPENDENT AUDITOR'S REPORT ON
ADDITIONAL INFORMATION**

To the Board of Trustees and Senior Management
St. Ann's Home, Inc.
Methuen, Massachusetts

We have audited the financial statements of St. Ann's Home, Inc. as of and for the year ended June 30, 2022, and have issued our report thereon dated January 23, 2023, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole.

The Financial Results Overview and the related graphs that follow are presented for purpose of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

January 23, 2023



Leonard, Mulherin & Greene, P.C.
 Certified Public Accountants & Consultants

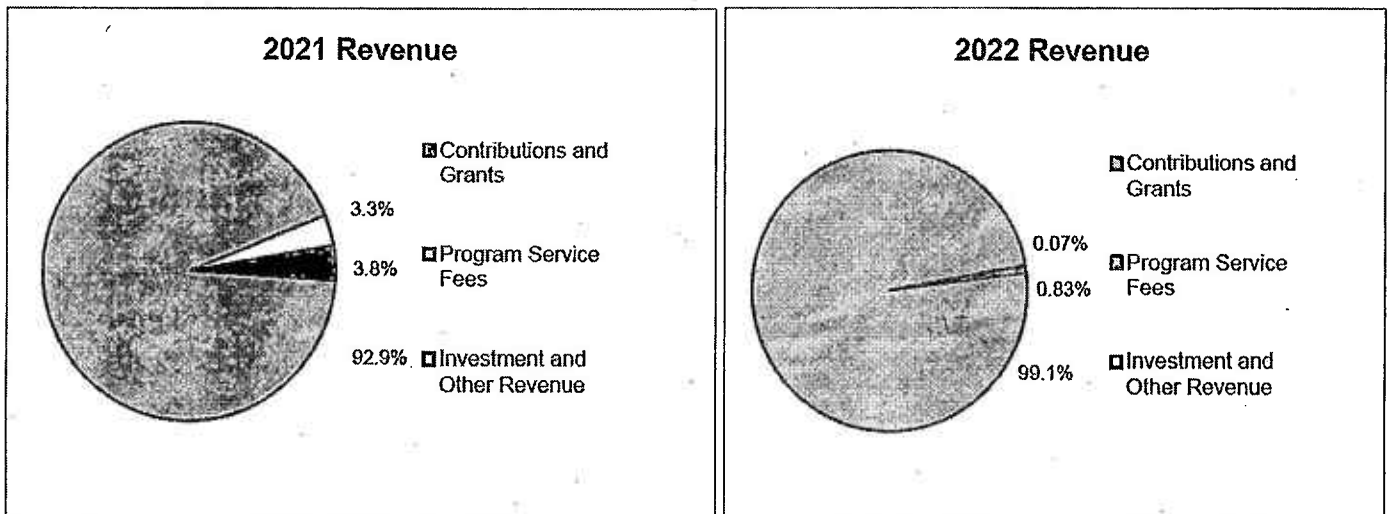
Financial Results Overview

TO: Board of Trustees and Senior Management - *St. Ann's Home, Inc.*
FROM: Leonard, Mulherin & Greene, P.C. Audit Team
RE: Financial Results and Comments FY 2022

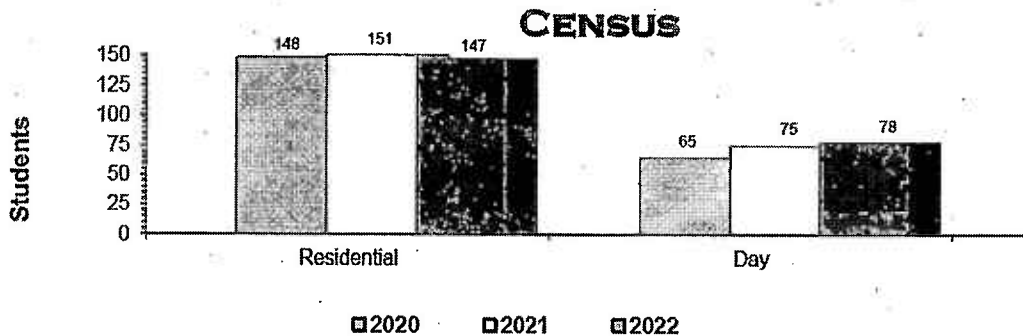
The following represents a summary of the financial results for the years ended June 30, 2022 and 2021:

	2021	2022	Increase/ (Decrease)	Percentage Change
Program service fees	\$ 32,728,072	\$ 34,716,700	\$ 1,988,628	6.1%
Contributions and grants	1,375,537	356,795	(1,018,742)	-74.1%
Investment income (loss), net	827,837	(244,558)	(1,072,395)	-129.5%
Other Income	445,228	241,580	(203,648)	-45.7%
Total revenue, support and gains	35,376,674	35,070,517	(306,157)	
Expenses	30,805,279	31,485,876	680,597	
Gain (loss) on interest rate swap agreement	176,979	317,014	140,035	
Total surplus (change in net assets)	\$ 4,748,374	\$ 3,901,655	\$ (846,719)	

The following charts illustrate the Organization's sources of **unrestricted operating revenue** for FY '21 and FY '22.

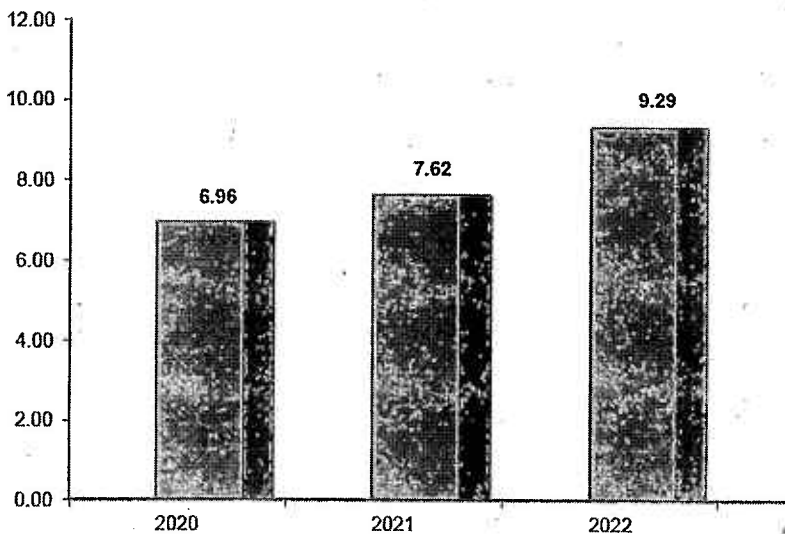


This chart compares the average number of students/clients in each program during FY'20, FY'21 and FY'22.



Per UFR:	Residential	Day	Outreach	2022 Total	2021 Total
Program Service Fees (incl. EEC Grant in FY21)	\$ 28,182,775	\$ 5,639,391	\$ 894,534	\$ 34,716,700	\$ 33,810,022
Federated Fundraising			10,120	10,120	10,120
Expenses					
Direct Program	23,612,918	4,578,698	970,767	29,162,383	28,363,247
Allocated Admin.	1,707,801	331,154	70,211	2,109,165	2,020,987
Net Income (Deficit) - 2022	\$ 2,862,056	\$ 729,539	\$ (136,324)	\$ 3,455,272	\$ 3,435,908
Net Income (Deficit) - 2021	\$ 3,049,933	\$ 575,446	\$ (189,471)	\$ 3,435,908	

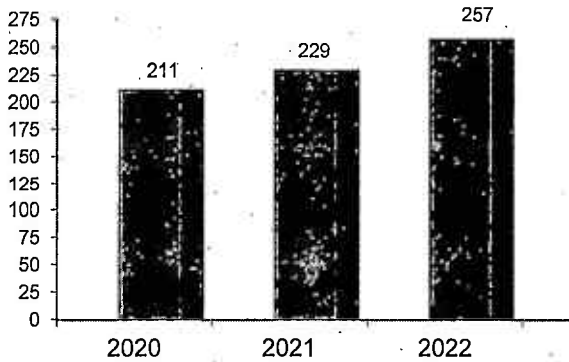
Current Ratio	2020	2021	2022
(Current Assets/Current Liabilities)	<u>18,799,872</u>	<u>21,461,188</u>	<u>23,951,598</u>
	2,700,925	2,816,594	2,577,688
	6.96	7.62	9.29



Current Ratio - indicates the amount of liquid assets available to pay current debt or the Organization's ability to meet its current obligations. The higher the ratio, the greater the Organization's liquidity. The Executive Office for Health and Human Services has established a threshold of greater than or equal to 1.0 for the current ratio and has indicated that if an organization does not meet this threshold, a corrective action plan may be required by the principal purchasing agency (DCF).

Days Working Capital

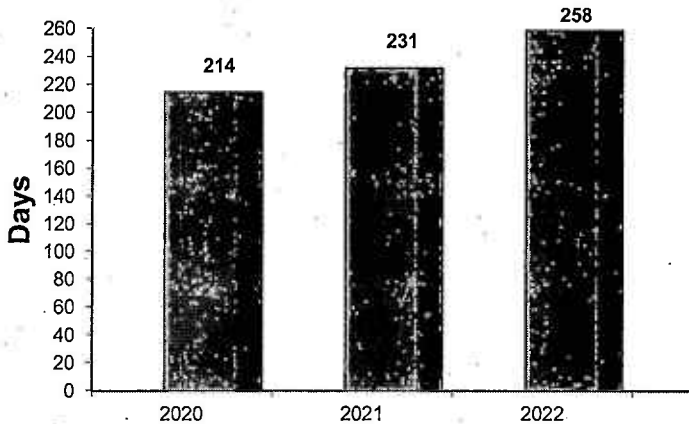
	2020	2021	2022
(Current Assets - Current Liabilities * 365 / Total Expenses - Depreciation and amortization	16,098,947	18,644,594	21,373,910
	27,852,006	29,700,348	30,386,846
	211	229	257



Days working capital (Current Assets - Current Liabilities * 365 / Total Expenses - Depreciation) - measures amount of the short-term financial resources remaining if all of the Organization's short-term financial obligations are paid off. The Executive Office for Health and Human Services has established a threshold of greater than or equal to 10 days for the days working capital and has indicated that if an organization does not meet this threshold, a corrective action plan may be required by the principal purchasing agency (DCF).

Net Assets Without Donor Restrictions Reserve

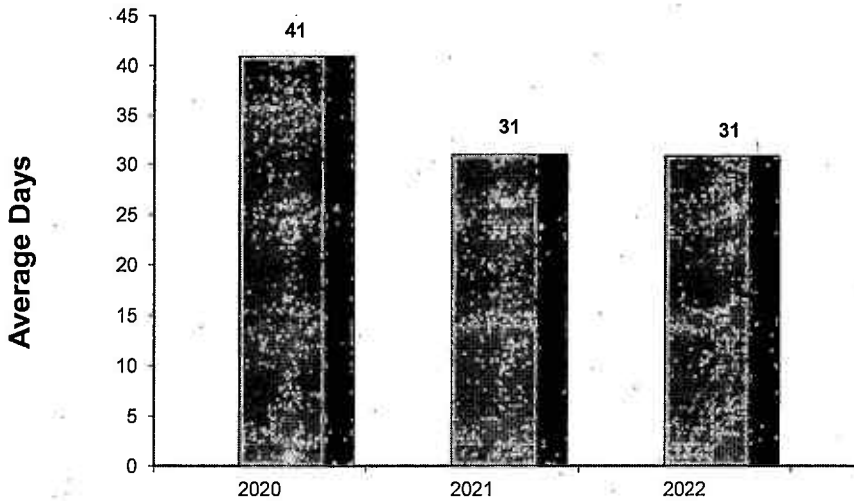
	2020	2021	2022
(Operating Fund*365/ Total Expenses less depreciation and amortization) Days	(16,346,841x365)	(18,810,710x365)	(21,497,148x365)
	27,852,006	29,700,348	30,386,846
	214	231	258



Liquid Funds Indicator (Operating Fund *365/Total Expenses) - divides net assets without donor restrictions (other than plant funds and endowment) by annual cash expenses to yield an indicator, in days, of the Organization's operating liquidity. The above operating fund amount does not include \$2,476,189 of investments held by St. Ann's which are treated as endowment funds at June 30, 2022. These funds are actually net assets without donor restrictions and could be used to fund the Organization's operations if so decided by the Board.

Days in Accounts Receivable

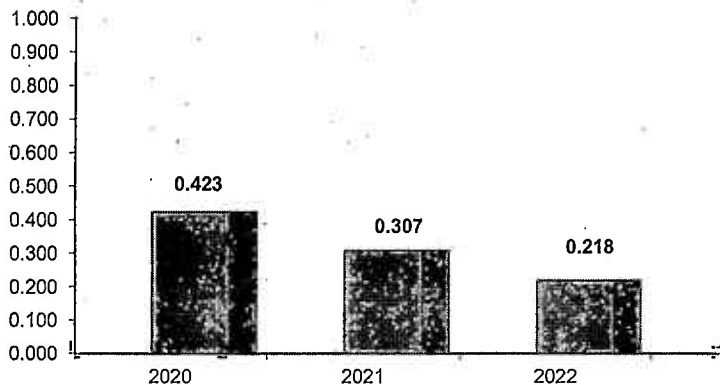
	2020	2021	2022
(A/R * 365/ Program Service Fees)	3,491,443	2,776,043	2,927,766
Days	41	31	31



Days in Accounts Receivable
(Accounts receivable x 365/Program Service Fees) - measures how long it takes on average to collect program service fees. A low number of days indicates that the Organization's receivables are not old and turn quickly.

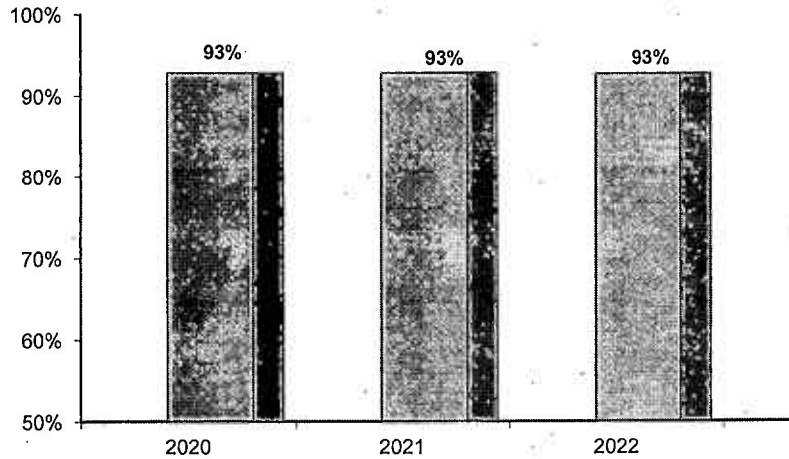
Debt to Equity (Leverage Ratio)

	2020	2021	2022
(Total Liabilities/ Net Assets)	11,109,362 / 26,238,003	9,497,727 / 30,986,377	7,600,036 / 34,888,032
	0.423	0.307	0.218



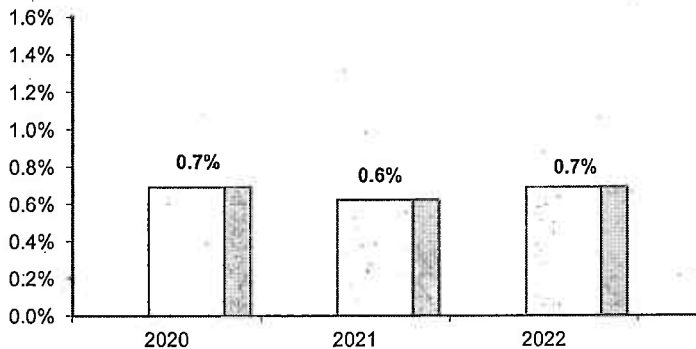
Debt to Equity (Leverage Ratio)
Total liabilities/net assets) - measures the relationship of total liabilities and debt to net assets, an indicator of the Organization's financial solvency. The lower the ratio, the stronger the Organization's position.

Program Ratio	2020	2021	2022
(Program Service Expenses/ Total Expenses)	26,850,947	28,577,198	29,162,383
	28,934,737	30,805,279	31,485,876
	93%	93%	93%



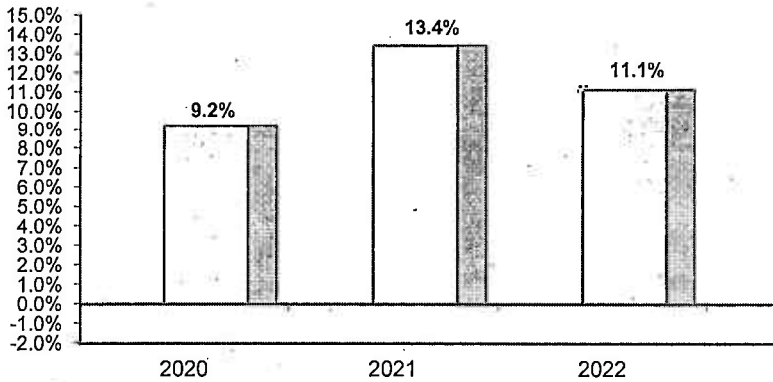
Program Ratio (Program expenses/ Total expenses) - measures the relationship between program expense (funds devoted to the direct mission-related work of the Institution) vs. funds spent on administration and fundraising.

Contribution Ratio	2020	2021	2022
(Contributions including United Way/ Total Revenue)	221,094	219,587	241,372
	32,081,114	35,376,674	35,070,517
	0.7%	0.6%	0.7%



Contribution Ratio - Contributions/total revenue - calculates the percentage of total revenue comprised of contributions. This ratio will vary from year to year based upon significant contributions.

Operating Margin	2020	2021	2022
(Total Revenue, Gains & Other Support - Total Expenses /	2,953,550	4,748,374	3,901,655
Total Revenue, Gains and Other Support)	32,081,114	35,376,674	35,070,517
	9.2%	13.4%	11.1%



Operating Margin - (Total Revenue, Gains and Other Support - Total Expenses/Total Revenue, Gains and Other Support) - measures an organization's profitability that results directly from normal business operations. **The Executive Office for Health and Human Services has established a threshold of greater than or equal to a negative 5% (i.e., must be greater than or equal to a loss of 5%) for the operating margin and has indicated that if an organization does not meet this threshold, a corrective action plan may be required by the principal purchasing agency (DESE).**

The following table presents the change in functional expenses.

	2021	2022	Increase/ (Decrease)
Residential	\$ 23,556,701	\$ 23,612,918	\$ 56,217
Day	4,114,567	4,578,698	464,131
Outreach	905,930	970,767	64,837
Management and general	2,092,355	2,174,392	82,037
Fundraising	135,726	149,101	13,375
Total	\$ 30,805,279	\$ 31,485,876	\$ 680,597

The following table also demonstrates a consistency of expenses from year to year as a percentage of overall expenses.

COMMON SIZE ANALYSIS					
	2018	2019	2020	2021	2022
Salaries & Related	21,481,100	22,243,648	23,694,220	25,170,952	25,850,770
Occupancy	1,752,941	1,817,847	1,609,603	1,672,646	1,751,996
Other Program	1,803,645	1,553,314	1,591,939	1,711,314	1,641,320
Admin Costs	792,187	770,250	956,244	1,145,436	1,142,760
Depreciation	1,079,886	1,048,479	1,082,731	1,104,931	1,099,030
Total	26,909,759	27,433,538	28,934,737	30,805,279	31,485,876
% increase/-decrease					
over prior year	1.4%	1.9%	5.5%	6.5%	2.2%
Salaries & Related	79.9%	81.1%	81.9%	81.7%	82.1%
Occupancy	6.5%	6.6%	5.6%	5.4%	5.6%
Other Program	6.7%	5.7%	5.5%	5.6%	5.2%
Admin Costs	2.9%	2.8%	3.3%	3.7%	3.6%
Depreciation	4.0%	3.8%	3.7%	3.6%	3.5%
Total	100.0%	100.0%	100.0%	100.0%	100.0%

COMPARATIVE RATIO ANALYSIS		
	St Ann's Home, Inc. 2022	MAAPS Median 2020
Current Ratio	9.29	3.25
Net Assets Without Donor Restrictions Reserve	258	80
Days in Accounts Receivable	31	37
Debt to Equity (Leverage Ratio)	0.218	0.690
Program Ratio	93%	91%
Contribution Ratio	0.7%	1.7%

Median published by Massachusetts Association of 766 Approved Private Schools (MAAPS) for seventeen 766 approved private schools that operate SPED Residential, Day, and Non-SPED programs. The most recent information available for MAAPS is based upon fiscal year 2020 Uniform Financial Reports filed with the Commonwealth of Massachusetts Operational Services Division.

Audited Financial Statements

ST. ANN'S HOME, INC.

Financial Statements

Year ended June 30, 2022

ST. ANN'S HOME, INC.

Financial Statements
Year ended June 30, 2022

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
St. Ann's Home, Inc.
Methuen, Massachusetts

Opinion

We have audited the accompanying financial statements of St. Ann's Home, Inc. (a Massachusetts nonprofit corporation) (the "Organization"), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

INDEPENDENT AUDITOR'S REPORT

(continued)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Organization's 2021 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 8, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

January 23, 2023

ST. ANN'S HOME, INC.**Statement of Financial Position**

June 30, 2022

(with comparative totals for 2021)

	2022	2021
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 16,120,121	\$ 13,867,830
Accounts receivable, net of allowance for doubtful accounts	2,927,766	2,776,043
Investments, current portion	4,782,510	4,759,481
Prepaid expenses	121,201	57,834
Total current assets	23,951,598	21,461,188
PROPERTY, PLANT AND EQUIPMENT, net of accumulated depreciation	15,757,552	16,053,123
OTHER ASSETS		
Investments, net of current portion	2,778,918	2,969,793
Total assets	\$ 42,488,068	\$ 40,484,104
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 412,472	\$ 380,897
Accrued expenses	1,590,634	1,997,190
Deferred revenue	255,702	128,726
Custodial funds held in trust	37,206	45,361
Capital lease obligation, current portion	26,870	24,672
Current portion of long-term debt	255,804	239,748
Total current liabilities	2,577,688	2,816,594
LONG-TERM LIABILITIES		
Long-term debt, net of current portion and unamortized deferred loan costs	4,769,190	6,085,091
Capital lease obligation, net of current portion	17,940	43,810
Other long-term liability	177,540	177,540
Liability under interest rate swap agreement	57,678	374,692
Total liabilities	7,600,036	9,497,727
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Without donor restrictions	34,345,126	30,496,751
With donor restrictions	542,906	489,626
Total net assets	34,888,032	30,986,377
Total liabilities and net assets	\$ 42,488,068	\$ 40,484,104

The accompanying notes are an integral part of these financial statements.

ST. ANN'S HOME, INC.

Statement of Activities

Year ended June 30, 2022

(with comparative totals for 2021)

	2022		2021	
	Without Donor Restrictions	With Donor Restrictions	Total	Total
REVENUE, SUPPORT AND GAINS				
Program service fees	\$ 34,716,700	\$ -	\$ 34,716,700	\$ 32,728,072
Grants	115,423	-	115,423	1,155,950
Contributions	121,252	110,000	231,252	209,467
Investment income (loss), net	(217,135)	(27,423)	(244,558)	827,837
United Way of Massachusetts Bay	10,120	-	10,120	10,120
Other income	241,580	-	241,580	445,228
Net assets released from restrictions	29,297	(29,297)	-	-
Total revenue, support and gains	35,017,237	53,280	35,070,517	35,376,674
EXPENSES				
Program Services				
Residential	23,612,918	-	23,612,918	23,556,701
Day	4,578,698	-	4,578,698	4,114,567
Outreach	970,767	-	970,767	905,930
Total program services	29,162,383	-	29,162,383	28,577,198
Supporting Services				
Management and General	2,174,392	-	2,174,392	2,092,355
Development	149,101	-	149,101	135,726
Total supporting services	2,323,493	-	2,323,493	2,228,081
Total expenses	31,485,876	-	31,485,876	30,805,279
CHANGE IN NET ASSETS FROM OPERATIONS	3,531,361	53,280	3,584,641	4,571,395
OTHER CHANGES				
Gain on interest rate swap agreement	317,014	-	317,014	176,979
CHANGE IN NET ASSETS	3,848,375	53,280	3,901,655	4,748,374
NET ASSETS, beginning of year	30,496,751	489,626	30,986,377	26,238,003
NET ASSETS, end of year	\$ 34,345,126	\$ 542,906	\$ 34,888,032	\$ 30,986,377

The accompanying notes are an integral part of these financial statements.

ST. ANN'S HOME, INC.

Statement of Functional Expenses

Year ended June 30, 2022

(with comparative totals for 2021)

	2022					
	Employee Compensation and Related	Occupancy	Other Program/Operating Expenses	Administrative	Depreciation	Total
Residential	\$ 19,798,947	\$ 1,367,541	\$ 1,374,505	\$ 274,121	\$ 797,804	\$ 23,612,918
Day	3,637,235	332,470	224,102	119,289	265,602	4,578,698
Outreach	884,325	13,607	14,494	47,637	10,704	970,767
Total program services	24,320,507	1,713,618	1,613,101	441,047	1,074,110	29,162,383
Management and General	1,406,696	37,519	28,219	677,638	24,320	2,174,392
Development	123,567	859	-	24,075	600	149,101
Total supporting services	1,530,263	38,378	28,219	701,713	24,920	2,323,493
Total expenses - 2022	\$ 25,850,770	\$ 1,751,996	\$ 1,641,320	\$ 1,142,760	\$ 1,099,030	\$ 31,485,876
Total expenses - 2021	\$ 25,170,952	\$ 1,672,646	\$ 1,711,314	\$ 1,145,436	\$ 1,104,931	\$ 30,805,279

The accompanying notes are an integral part of these financial statements.

ST. ANN'S HOME, INC.
Statement of Cash Flows
 Year ended June 30, 2022
 (with comparative totals for 2021)

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 3,901,655	\$ 4,748,374
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation	1,099,030	1,104,931
Amortization of deferred loan costs	3,429	20,223
Net realized and unrealized (gains) losses on investments	283,942	(749,200)
(Gain) loss on interest rate swap agreement	(317,014)	(176,979)
(Increase) decrease in asset accounts		
Accounts receivable	(151,723)	715,400
Prepaid expenses	(63,367)	(27,907)
Increase (decrease) in liability accounts		
Accounts payable	31,575	72,122
Accrued expenses	(406,556)	200,640
Deferred revenue	126,976	(48,816)
Custodial funds held in trust	(8,155)	(18,659)
Net cash provided by (used in) operating activities	4,499,792	5,840,129
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(803,459)	(735,278)
Purchase of investments	(1,165,145)	(1,506,209)
Proceeds from sale of investments	1,049,049	1,252,814
Net cash provided by (used in) investing activities	(919,555)	(988,673)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(1,303,274)	(1,636,636)
Principal payments on capital lease obligation	(24,672)	(23,530)
Net cash provided by (used in) financing activities	(1,327,946)	(1,660,166)
Net increase (decrease) in cash, cash equivalents, and restricted cash	2,252,291	3,191,290
Cash, cash equivalents, and restricted cash, beginning of year	13,867,830	10,676,540
Cash, cash equivalents, and restricted cash, end of year	\$ 16,120,121	\$ 13,867,830
SUPPLEMENTARY DISCLOSURE		
Cash paid for interest	\$ 212,598	\$ 283,570

The accompanying notes are an integral part of these financial statements.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

St. Ann's Home, Inc. (the "Organization" or "St. Ann's") is a private, nonprofit organization, whose sole corporate member is Catholic Social Services, Inc., which is a nonprofit corporation under the auspices of the Roman Catholic Archbishop of Boston, A Corporation Sole ("RCAB"). The Organization operates a residential treatment center and special education school for emotionally disturbed children, community-based group homes, and other significant community-oriented programs. St. Ann's primarily serves communities in the Greater Lawrence area and maintains its main campus in Methuen, MA.

Basis of Accounting

The Organization's financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Change in Accounting Principle

In September 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. This ASU is intended to clarify and enhance the presentation and disclosure of contributed nonfinancial assets. This ASU is effective for years beginning after June 15, 2021 and has been applied by the Organization on a retrospective basis. The adoption of this ASU did not have a material effect on the Organization's financial statements.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash, Cash Equivalents and Restricted Cash

Cash, cash equivalents and restricted cash include operating cash accounts, money market funds, custodial funds held in trust, and highly liquid debt instruments with a maturity of three months or less that are not held in the Organization's investment portfolio.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that remain outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. As of June 30, 2022 and 2021, the Organization had recorded an allowance for doubtful accounts of \$40,000.

Investments

In accordance with GAAP, investments in equity securities with readily determinable fair values and all investments in debt securities are reported at market value in the Statement of Financial Position. Realized and unrealized gains and losses are included in the change in net assets on the Statement of Activities.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Property, Plant, Equipment and Depreciation***

Property, plant and equipment are recorded at cost if purchased or at estimated fair market value if donated. Expenditures for major renewals and improvements are capitalized and maintenance and repairs are expensed as incurred.

Depreciation of property, plant and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

	Lives in Years
Buildings	11-27.5
Building improvements	20
Motor vehicles	3-5
Furniture and equipment	3-10

Custodial Funds Held in Trust

The Organization acts as a fiduciary with respect to certain personal funds it receives on behalf of individuals. Since the funds are not the property of the Organization, they are reported in the Statement of Financial Position as an asset with an offsetting liability. The funds held under this arrangement at June 30, 2022 and 2021 totaled \$37,206 and \$45,361, respectively.

Deferred Loan Costs

In accordance with GAAP, the Organization presents deferred loan costs related to a recognized debt obligation as a direct reduction of the carrying amount of the related debt on the Statement of Financial Position. Additionally, amortization of the debt issuance costs is reported as interest expense.

Accounting for Derivative Instruments and Hedging Activities

Under GAAP, the Organization is required to measure every derivative instrument (including certain derivative instruments embedded in other contracts) at fair value and record them on the Statement of Financial Position as either an asset or a liability. Changes in the fair value of derivative instruments are included in the Change in Net Assets on the Statement of Activities.

The Organization has entered into an interest rate swap agreement to reduce the impact and risk associated with the variable rate in its debt agreement (see Note 9). The interest rate swap agreement, which is a derivative instrument, is a contract to exchange a variable rate for a fixed rate of interest payments over the life of the agreement.

Fair values of interest rate derivatives are based on pricing models using prevailing market information as of June 30, 2022 and have been computed by the bank holding the interest rate swap agreement (see Note 9).

Net Assets

Net assets, revenue, support, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Consist of net assets available for use in general operations that are not subject to donor-imposed restrictions. As of June 30, 2022, the Board of Trustees had designated certain net assets without donor restrictions totaling \$2,476,189 for long-term investment.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**Net Assets (continued)**

Net Assets With Donor Restrictions (Continued) – Consist of net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or the expending of the net assets for particular purposes as specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the principal is to be maintained in perpetuity (donor-restricted endowment) and only the income from such net assets may be expended as specified by the donor or in accordance with the applicable Massachusetts law. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released to net assets without donor restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Net assets with donor restrictions are restricted for the following purposes at June 30, 2022:

Endowment:

Subject to Organization's spending policy and appropriation Investments (including original donor gifts of \$48,020 to be maintained in perpetuity)	\$302,729
Total endowment	302,729

Subject to expenditure for specified purposes:

Program activities / Acquisition of property & equipment	240,177
Total subject to expenditure for specified purposes	240,177

Total net assets with donor restrictions	\$542,906
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Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or occurrence of the passage of time or other events specified by the donors as follows during the year ended June 30, 2022:

Satisfaction of purpose restrictions:

Program activities / Acquisition of property & equipment	\$29,297
Total net assets released from restrictions	\$29,297

Revenue Recognition and Surplus Revenue Retention

Clients of the Organization are supported by government agencies within Massachusetts, out-of-state government agencies and private payors. Therefore, the Organization is subject to the regulations and rate formulas of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division ("OSD"). Revenue is recorded at the Organization's rate of reimbursement as certified by OSD. Program service fees are recognized during the year in which the related services are provided to clients. Program service fees received in advance of the delivery of services are recorded as deferred revenue.

Under the applicable Commonwealth of Massachusetts regulation, the Organization may not retain an annual surplus in excess of 20% of its Commonwealth of Massachusetts program service fees. A surplus in excess of the annual 20% limit is subject to recoupment or may be used to reduce future Commonwealth of Massachusetts program service fees by the Commonwealth of Massachusetts.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition and Surplus Revenue Retention (continued)

During the year ended June 30, 2022, the Organization did not have an annual surplus related to its Commonwealth of Massachusetts program service fees in excess of the 20% limit allowed under the applicable regulation. Non-Commonwealth of Massachusetts revenues are not subject to the regulation but may be subject to other regulatory or contractual limitations.

Contributions

Contributions are recognized at the earlier of when received or when a donor declares an unconditional promise to give cash or other assets to the Organization. Conditional promises to give, that is, those with a measurable performance or other barriers to be overcome before the Organization is entitled to the assets transferred or promised, and a right of return or release, are not recognized as contributions revenue until the conditions have been substantially met or waived.

Contributed Nonfinancial Assets

The Organization records donated assets at the fair market value on the date the assets are unconditionally pledged to the Organization. Donated services are recorded at fair market value on the date the services are provided if the services create or enhance nonfinancial assets or the services are provided by persons possessing certain skills that would typically need to be purchased if not provided by donation.

Advertising

The Organization expenses advertising costs as incurred. Advertising expense totaled \$12,391 and \$6,901 for the years ended June 30, 2022 and 2021, respectively.

Functional Allocation of Expenses

The costs of programs and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated include employee compensation and related (consisting of salaries, payroll taxes and benefits), occupancy, various other program and administrative costs, and depreciation. These expenses have been allocated on the basis of estimated time and effort, square footage as well as other reasonable allocation methods.

Tax Status

The Organization qualifies under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal and state income taxes.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2019.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Comparative Financial Information***

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Subsequent Events

The Organization evaluated events that occurred after June 30, 2022, the date of the Statement of Financial Position, but before the date the financial statements were available to be issued, January 23, 2023, for potential recognition or disclosure in the financial statements. The Organization did not identify any subsequent events that had a material effect on the accompanying financial statements.

Reclassification

Certain amounts in the prior year column have been reclassified from the prior year audited financial statements to conform to the current year presentation. These reclassifications had no effect on the Organization's change in net assets.

2 - LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities of its programs as well as the conduct of services undertaken to support those activities to be general expenditures.

At June 30, 2022, financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date consist of the following:

Cash and cash equivalents (net of donor-restricted contributions of \$240,177 and custodial funds of \$37,206)	\$15,842,738
Accounts receivable, net of allowance for doubtful accounts	2,927,766
Investments (current portion) without donor restrictions	4,782,510
Total financial assets available within one year	\$23,553,014

In addition, at June 30, 2022, the Organization held long-term investments consisting of Board-designated endowment investments totaling \$2,476,189. Although the Organization does not intend to spend from these investments, other than amounts appropriated for general expenditure as part of its annual budget approval process, those investments can be made available for general expenditure if necessary.

Additionally, the Organization also has a line of credit (see Note 6) that allows for additional borrowings of up to \$1,000,000 for working capital purposes. There were no amounts drawn under this arrangement at June 30, 2022.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

3- FAIR VALUE MEASUREMENTS AND INVESTMENTS

The Organization applies the provisions of GAAP for fair value measurements of financial assets and financial liabilities, and for fair value measurements of non-financial items that are recognized and disclosed at fair value in the financial statements on a recurring basis. These provisions define fair value as the price that would be received in selling an asset or paid in transferring a liability in an orderly transaction between market participants at the measurement date.

The provisions also establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements), a lower priority to significant other observable inputs (Level 2 measurements), and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under these provisions are described below:

Basis of Fair Value Measurement

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Exchange-traded funds and equity securities are valued at quoted market prices, which represent the fair market value of shares held by the Organization at year end.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 Input must be observable for substantially the full term of the asset or liability. In addition, consideration is given to discounted cash flow analysis on expected cash flows, the period to maturity as well as observable Floating Rate Indices.

Fair value of the liability under interest rate swap agreement is based on pricing models using prevailing market information as of the determination date and has been computed by the financial institution holding the interest rate swap contract.

The fair value of the certificate of deposit equals the total deposit, plus interest credited.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value of RCAB Revolving Loan Fund investment equals the total deposits, plus interest credited, less any withdrawals.

The asset or liability's measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2022

3- FAIR VALUE MEASUREMENTS AND INVESTMENTS (continued)

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables present assets and liabilities that are measured at fair value on a recurring basis at June 30, 2022 and 2021:

	Total 2022	Level 1	Level 2	Level 3
Assets:				
Equities	\$2,253,009	\$2,253,009	\$ -	\$ -
Exchange-traded funds	190,104	190,104	-	-
Fixed income	175,406	175,406	-	-
Money market funds	160,399	160,399	-	-
Certificate of deposit	257,870	-	257,870	-
RCAB Revolving Loan Fund	4,524,640	-	-	4,524,640
	\$7,561,428	\$2,778,918	\$ 257,870	\$4,524,640

Liabilities:

Liability under interest rate swap agreement	\$ 57,678	\$ -	\$ 57,678	\$ -
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	Total 2021	Level 1	Level 2	Level 3
Assets:				
Equities	\$2,729,184	\$2,729,184	\$ -	\$ -
Exchange-traded funds	211,275	211,275	-	-
Money market funds	29,334	29,334	-	-
Certificate of deposit	257,354	-	257,354	-
RCAB Revolving Loan Fund	4,502,127	-	-	4,502,127
	\$7,729,274	\$2,969,793	\$257,354	\$4,502,127

Liabilities:

Liability under interest rate swap agreement	\$ 374,692	\$ -	\$ 374,692	\$ -
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The following summarizes the Organization's Level 3 reconciliation for the RCAB Revolving Loan Fund and RCAB Certificate of Deposit for the years ended June 30, 2022 and 2021:

	2022	2021
Beginning balance	\$4,502,127	\$4,345,570
Purchases	-	100,000
Interest	22,513	56,557
Ending balance	\$4,524,640	\$4,502,127

Net investment income (loss) consisted of the following for the years ended June 30:

	2022	2021
Interest and dividend income	\$ 62,682	\$ 96,734
Net unrealized and realized gains (losses) on investments	(283,942)	749,200
Investment fees	(23,298)	845,934
Net investment income	\$(244,558)	\$ 827,837

ST. ANN'S HOME, INC.

Notes to Financial Statements

June 30, 2022

4 – ENDOWMENT FUNDS

The Organization follows the provisions of GAAP regarding the net asset classification of funds subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act. These provisions provide guidance on the net asset classification of donor-restricted endowment funds for not-for-profit organizations that are subject to enacted versions of the *Uniform Prudent Management of Institutional Funds Act of 2006* ("UPMIFA") and also require disclosures about an organization's donor-restricted and board-designated endowment funds.

Interpretation of Relevant Law Regarding Net Asset Classification and Appropriation

Based on the Massachusetts Uniform Prudent Management of Institutional Funds Act ("MA UPMIFA"), management has interpreted relevant Massachusetts law as requiring the preservation of the fair value of the original gift as of the gift date ("historical dollar value") of the donor-restricted endowment funds absent explicit donor stipulations to the contrary.

As a result of this interpretation, the Organization retains in perpetuity (a) the original value of initial and subsequent gift amounts donated to the endowment and (b) any accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by Massachusetts law. The Organization considers the following factors, in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. the duration and preservation of the endowment fund;
2. the purposes of the Organization and the donor-restricted endowment fund;
3. general economic conditions;
4. the possible effect of inflation or deflation;
5. the expected total return from income and the appreciation of investments;
6. other resources of the Organization; and
7. the investment policy of the Organization.

Funds with Deficiencies

From time to time, certain donor-restricted endowment funds may have fair values less than the amount required to be maintained by donors or by Massachusetts law (underwater endowments). The Organization has interpreted Massachusetts law to permit spending from underwater endowments in accordance with prudent measures required under the law. In accordance with GAAP, deficiencies of this nature are to be reported in net assets with donor restrictions. There were no such deficiencies as of June 30, 2022.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs and activities supported by its endowment, while also maintaining the purchasing power of those endowment assets over the long-term. Under this approach, the endowment assets are invested in a manner that is intended to produce results that equal or exceed relevant benchmarks while assuming a moderate level of investment risk. Actual returns in any given year may vary from this amount.

ST. ANN'S HOME, INC.

Notes to Financial Statements

June 30, 2022

4 – ENDOWMENT FUNDS (continued)***Strategies Employed for Achieving Objectives***

To satisfy its objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation strategy with a mix of equity-based and fixed-income investments to achieve its long-term return objectives within the guidelines of its investment policy and prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

In an attempt to grow its endowment, the Organization has temporarily established a policy of not appropriating for distribution any of its endowment funds (including those endowments deemed to be underwater, if any). In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, some of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

The Organization expects the current deferral of spending of its endowment funds to increase the value of its endowment funds such that the funds can provide a more predictable stream of income to the Organization, consistent with its objective of maintaining the purchasing power of the endowment assets as well as providing additional real growth through investment return.

The Organization's endowment by net asset class consisted of the following at June 30, 2022:

	Without Donor Restrictions	With Donor Restrictions	Total
Board designated endowment funds	\$2,476,189	\$ -	\$2,476,189
Donor-restricted endowment funds			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	48,020	48,020
Accumulated investment gains	-	254,709	254,709
Total	\$2,476,189	\$302,729	\$2,778,918

The following is a reconciliation of the beginning and ending balance of the Organization's endowment in total and by net asset class for the year ended June 30, 2022:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment, beginning of year	\$2,639,641	\$330,152	\$2,969,793
Investment return (loss):			
Investment income	34,416	4,305	38,721
Net realized and unrealized gains (losses)	(252,376)	(31,566)	(283,942)
Total investment return (loss)	(217,960)	(27,261)	(245,221)
Contributions	55,799	-	55,799
Fees	(1,291)	(162)	(1,453)
Endowment, end of year	\$2,476,189	\$302,729	\$2,778,918

ST. ANN'S HOME, INC.

Notes to Financial Statements

June 30, 2022

5 – PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following at June 30:

	2022	2021
Buildings	\$21,952,069	\$21,632,207
Land	1,494,649	1,365,949
Building improvements	5,692,409	5,430,870
Motor vehicles	463,597	463,597
Furniture and equipment	1,489,776	1,398,118
Construction-in-progress	6,700	5,000
	31,099,200	30,295,741
Less accumulated depreciation	15,341,648	14,242,618
	\$15,757,552	\$16,053,123

Depreciation expense totaled \$1,099,030, and \$1,104,931 for the years ended June 30, 2022 and 2021, respectively.

6 – LINE OF CREDIT

The Organization has a revolving line of credit agreement ("Revolving Line") with a bank. The Revolving Line allows the Organization to borrow up to \$1,000,000, payable on demand with interest at the bank's prime rate (4.75% and 3.25% at June 30, 2022 and 2021, respectively). The Revolving Line is secured by all assets of the Organization. No amounts were borrowed under the Revolving Line during the years ended June 30, 2022 and 2021.

7 – CAPITAL LEASE OBLIGATION

The Organization is party to a lease agreement for certain equipment that expires in February 2024. The lease meets the criteria of a capital lease and, accordingly, has been recorded as such.

The following is a summary of leased assets included in property, plant and equipment at June 30, 2022:

Property, plant and equipment	\$98,947
Less accumulated depreciation	(50,254)
	\$48,693

Future minimum lease payments required under the capital lease and present values for the years ending June 30 are as follows:

2023	\$27,392
2024	18,262
Total minimum lease payments	45,654
Less amounts considered interest	(1,844)
Present value of minimum lease payments	\$43,810

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

7 – CAPITAL LEASE OBLIGATION (continued)

The present value of minimum lease payments is recorded in the Statement of Financial Position as follows:

Capital lease obligation, current portion	\$25,870
Capital lease obligation, less current portion	17,940
Present value of minimum lease payments	<u>\$43,810</u>

Interest expense incurred on the above capital lease totaled \$2,720 and \$3,863 for the years ended June 30, 2022 and 2021, respectively.

8 – LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2022 and 2021:

Mass Development

On March 8, 2007, the Organization entered into a loan and trust agreement (the "Agreement") with the Massachusetts Development Finance Agency ("Mass Development") and TD Bank, N.A. ("TD Bank"), to borrow the proceeds of a 30-year revenue bond totaling \$8,500,000 with interest at a variable rate.

The loan proceeds were used to retire existing debt of approximately \$1,300,000 and establish a construction fund to finance the construction of the Organization's adolescent center. Monthly principal payments commenced on January 8, 2008 and will continue until the bond's maturity date in March 2037. Monthly principal payments averaged \$19,979 for the year ended June 30, 2022. Interest is payable monthly at a variable rate (2.35% and 1.61% at June 30, 2022 and 2021, respectively) based on the London Interbank Offered Rate ("LIBOR").

The Agreement is secured by certain real and personal property of the Organization. As part of the Agreement, the Organization must comply with various financial and other covenants.

At June 30, 2022 and 2021, the Mass Development note payable was as follows:

	2022	2021
Mass Development Finance Agency Revenue Bond	\$5,049,001	\$6,352,275
Less current portion	(255,804)	(239,748)
Less unamortized deferred loan costs	(24,007)	(27,436)
Long-term portion	<u>\$4,769,190</u>	<u>\$6,085,091</u>

Construction Note Payable

During the year ended June 30, 2015, the Organization borrowed \$1,800,000 under a promissory note payable with TD Bank for the purpose of funding certain construction costs. The note payable was paid off in May 2021.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

8 – LONG-TERM DEBT (continued)

Estimated principal maturities of long-term debt are as follows for the years ending June 30:

2023	\$ 255,804
2024	272,934
2025	291,210
2026	310,710
2027	331,515
Thereafter	3,586,828
	\$5,049,001

As of June 30, 2022 and 2021, the Organization had incurred deferred loan costs totaling \$106,315 in connection with its various loan agreements. The unamortized balance of these deferred costs, which are being amortized using the effective interest rate method over the terms of the related loans, totaled \$24,007 and \$27,436 as of June 30, 2022 and 2021, respectively. The amortization of these costs totaled \$3,429 and \$20,223 for the years ended June 30, 2022 and 2021, respectively.

In September 2021, the Organization made an additional principal payment against the Mass Development bond payable totaling \$1,063,527. This principal payment enabled the entire outstanding balance of the bond payable to be subjected to the interest rate swap agreement described in Note 9, effectively fixing the interest rate at 3.98% for the term of the swap agreement.

9 – INTEREST RATE SWAP AGREEMENT

The Organization's loan from TD Bank currently bears interest at a variable rate based on the LIBOR rate. The Organization executed an interest rate swap agreement (the "Swap") with a bank counter party on 80% of the outstanding loan balance to manage the variability of the cash flows attributable to interest payments on the note payable and does not use the Swap for speculative purposes. The purpose of the Swap was to effectively convert a portion of the variable interest rate on the loan to a fixed rate of 3.98% on approximately 80% of the outstanding loan amount for a period of ten years through June 2025.

Interest expense for the years ended June 30, 2022 and 2021 totaled \$209,878 and \$230,806, respectively, representing an effective interest rate of 3.88% and 3.57% on the entire loan payable for the years ended June 30, 2022 and 2021, respectively.

Under the provisions of GAAP, an interest rate swap agreement is considered a hedging activity and the Organization is required to recognize a gain and related asset or a loss and related liability as a result of the hedging activity.

During the years ended June 30, 2022 and 2021, the Organization recognized a gain of \$317,014 and \$176,979, respectively, which have been reported in the Statement of Activities. At June 30, 2022 and 2021, the Organization has reported a liability in connection with the Swap in the amount of \$57,678 and \$374,692, respectively, which have been reported on the Statement of Financial Position.

If the Organization does not terminate the agreement prematurely, the liability at June 30, 2022 would be recognized as a gain by the expiration of the terms of the agreement. As of June 30, 2022, the Organization does not intend to prematurely terminate the agreement.

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2022

10 – RETIREMENT PLAN

The Organization maintains a defined contribution retirement plan (the "Plan") for the benefit of its employees. Participants are eligible to make voluntary contributions on a tax-deferred basis after completing one year of service that includes at least 650 hours and having attained the age of 18. Participants are eligible to receive employer profit-sharing contributions after completing two years of service that includes at least 650 hours in each year and having attained the age of 18. Per diem and temporary employees are not eligible to participate in the Plan. For the years ended June 30, 2022 and 2021, the Organization contributed to the Plan at a rate of 5% of eligible wages. The Organization's contributions to the Plan, including administrative costs, totaled \$1,095,921 and \$752,738 for the years ended June 30, 2022 and 2021, respectively.

11 – CELL TOWER RENTAL

The Organization has entered into agreements with two wireless communication providers to install wireless cell tower devices on the Organization's property for the operation of a wireless communications site. As part of the agreements, the providers pay monthly rent to the Organization, which increase on an annual basis. The agreements expire in December 2023 and November 2024, with renewal options at the lessee's discretion.

Expected future payments under these agreements are as follows for the years ending June 30:

2023	\$ 56,905
2024	47,069
2025	12,178
	<u>\$116,152</u>

The Organization received \$54,945 and \$56,805 of rental income under these agreements during the years ended June 30, 2022 and 2021, respectively.

12 – OPERATING LEASES

The Organization leases office equipment under various operating leases expiring through April 2023. Rent expense totaled \$15,603 and \$15,692 for the years ended June 30, 2022 and 2021, respectively.

Future minimum payments under non-cancelable operating leases are as follows for year ending June 30:

2023	\$880
	<u>\$880</u>

13 – INTEREST EXPENSE

Interest expense consisted of the following for the years ended June 30, 2022 and 2021:

	2022	2021
TD Bank tax-exempt bond (inclusive of swap agreement)	\$209,878	\$230,806
TD Bank construction note payable	-	48,901
Capital lease obligation	2,720	3,863
Amortization of deferred loan costs	3,429	20,223
	<u>\$216,027</u>	<u>\$303,793</u>

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2022

14 – LEGAL MATTERS

The Organization is involved in certain legal matters arising in the normal course of business. Although the ultimate outcome of these matters is uncertain at June 30, 2022, management believes that the matters will not have a materially adverse effect on the financial position of the Organization, as any risk of an unfavorable outcomes are covered by the Organization's insurance coverage through the RCAB. Accordingly, no provision or liability has been made in the accompanying financial statements for these matters.

15 – RELATED PARTY ACTIVITY***Relationship with The Roman Catholic Archbishop of Boston, A Corporation Sole and Catholic Social Services, Inc.***

The Organization's sole corporate member is Catholic Social Services, Inc. ("CSS"), which operates under the auspices of the Roman Catholic Archbishop of Boston, A Corporation Sole ("RCAB").

The Organization purchases its workers' compensation, auto, property and liability insurance through the RCAB. Insurance expense for these policies were the following for the years ended June 30, 2022 and 2021:

	2022	2021
Comprehensive & General Liability	\$ 77,177	\$ 69,678
Automobile	58,450	56,750
Property Insurance	120,071	102,150
Director's & Officer's Liability	11,996	11,996
Workers Compensation	162,214	157,860
	\$429,908	\$398,434

As discussed in Note 3, the Organization has deposited funds for investment purposes with the RCAB. The Organization's balance in the RCAB's Revolving Loan Fund totaled \$4,524,640 and \$4,502,127 at June 30, 2022 and 2021, respectively. Interest earned on the RCAB Revolving Loan Fund totaled \$22,513 and \$12,994 during the years ended June 30, 2022 and 2021, respectively. During the year ended June 30, 2021, the Organization had a certificate of deposit maintained by the RCAB. Interest earned on the certificate of deposit totaled \$43,563 for the year ended June 30, 2021.

16 – CONTINGENCIES AND CONCENTRATIONS OF RISK***Contingencies***

On March 13, 2020, a national emergency was declared in the United States as a result of the COVID-19 pandemic. This ongoing public health crisis has had a significant and wide-ranging effect on the United States and local economies. Although management continues to actively assess and respond to the pandemic and related government orders for public health and safety, the longer-term impact of the pandemic on the Organization's operations and financial position cannot be reasonably determined at this time.

Funding Sources

In accordance with the terms of its contracts with the Commonwealth of Massachusetts, the records of the Organization are subject to audit. Therefore, the Organization is contingently liable for any disallowed costs.

ST. ANN'S HOME, INC.

Notes to Financial Statements

June 30, 2022

16 – CONTINGENCIES AND CONCENTRATIONS OF RISK (continued)

Funding Sources (continued)

A substantial portion of the Organization's program service fees and receivables are received from Commonwealth of Massachusetts government agencies, cities and towns, and other government funding sources.

Concentrations of Credit Risk

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk relative to cash and cash equivalents.

Investment securities are exposed to various risks, such as interest rate, market and credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the value of investment securities will occur in the near term and that such change could materially affect the amounts reported on the Statement of Financial Position.

Memorandum of Discussion Points



Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

Memorandum

TO: Senior Management and Board of Trustees
St. Ann's Home, Inc. (the "Organization")

FROM: LMG Audit Team

RE: Points for Discussion

DATE: January 23, 2023

The following were items noted during our audit work and are for discussion purposes only. The first three comments appear to be repeat items.

1. Segregation of Duties

Over the past few years, there have been changes to the Organization's business office and its internal control structure. We recommend that the Organization continue to evaluate the segregation of duties in place and ensure strong controls are maintained for all areas of the Organization. Segregation of duties is a challenge in any small business office and short of hiring additional staff, is difficult to remedy. While management has restructured certain functions within the business office to achieve better segregation of duties, it is a process that requires constant monitoring. At times, controls in place may have to be updated or revised if processes change within the business office, so we believe management and the Board of Directors should continue to evaluate risks impacting St. Ann's and make modifications to internal controls as needed.

2. Procurement Policy

During fiscal year 2021, we provided recommendations to the Organization to modify its existing Procurement Policy to conform to the federal requirements since St. Ann's Home receives certain amounts of federal funding. We recommend that you review and implement our recommendations in fiscal year 2023 and have the Board of Director vote to approve of the new policy.

3. Approval of Carryover Administrative Revenue

Included in the Uniform Financial Report ("UFR") that is filed with the Operational Services Division ("OSD") is a disclosure that states that the Board of Trustees will designate the amount of Administrative Revenue to be carried over to future periods to offset any potential non-reimbursable expenses in excess of available administrative or non-Commonwealth revenue during those years. This revenue largely includes the out-of-state premium for charging out-of-state clients a higher tuition rate, investment income and other non-program revenue.

3. Approval of Carryover Administrative Revenue (continued)

Based on recent discussions we have had with OSD, they have indicated that the Board of Trustees should formally approve and document in the Board minutes their approval of the carryover of Administrative Revenue to be used in future accounting periods to offset non-reimbursable expenses. We recommend that the Board of Trustees document its approval in the Board meeting minutes for the January 23, 2023 meeting.

4. Accounting for Accrued Payroll

Each month, as well as the end of the fiscal year, the Organization accrues payroll expenses for time worked during the month but are paid in the following month due to the payroll cycle. The related payroll costs for time worked by employees are recorded as a liability at the end of the month until those amounts are paid to employees. The Organization's current practice is to separate employee payroll withholdings for voluntary and statutory deductions from actual net pay in the accounting system and record each component of the deductions and net pay into separate liability accounts. Auditing this information has proven to be time-consuming. We recommend that the Organization consider recording the fiscal year-end payroll accrual at gross, that is, total gross pay and a provision for employer payroll taxes, into one liability account. This will simplify and reduce the amount of time it takes to audit this information.

5. Deferred Revenue

Per Generally Accepted Accounting Standards, payments that are received in advance of services provided, overpayments, or payments that cannot be applied to an outstanding billing invoice are reflected as a liability called Deferred Revenue on the Organization's financial statements until the services are performed or overpayments are refunded back to the funding sources. During our current year audit, we noted that the balance of this liability increased from \$128,726 at June 30, 2021 to \$255,702 at June 30, 2022 (approximate 98% increase). We recommend that the Organization's billing department research and resolve overpayments and unapplied payments on a timely basis to reduce the related liability on the Organization's financial statements in fiscal year 2023.

6. Lease Accounting

In February 2016, FASB issued a new standard on accounting for leases that will require lessees to recognize assets and liabilities on the statement of financial position (i.e. balance sheet) for the rights and obligations created by all leases with terms of more than 12 months. This is a change from the previous reporting requirements, whereby, only capital leases are reported on the statement of financial position while operating lease commitments are limited to being disclosed in the notes to the financial statements. The standard is effective for fiscal years beginning after December 15, 2021 (the Organization's fiscal year 2023). We will work with management to ensure the financial statements are in accordance with the new reporting for fiscal year 2023.

Communication with Those Charged with Governance

ST. ANN'S HOME, INC.

Communication with Those
Charged with Governance

Year ended June 30, 2022



Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

January 23, 2023

To the Board of Trustees
St. Ann's Home, Inc.
Methuen, Massachusetts

We have audited the financial statements ("the financial statements") of St. Ann's Home, Inc. (the "Organization") for the year ended June 30, 2022, and have issued our report thereon dated January 23, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 13, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. As described in Note 1, the Organization adopted the applicable provisions of the Financial Accounting Standards Board's Accounting Standards Update ("ASU") 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets* during the year ended June 30, 2022. Accordingly, the ASU has been retrospectively applied to prior periods as if the ASU had always been effective. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

To the Board of Trustees
St. Ann's Home, Inc.
January 23, 2023

Page 2

Significant Audit Matters (continued)

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 23, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to Supplemental Schedules A and B accompanying the financial statements in the Uniform Financial Statements and Independent Auditors Report ("UFR"), such information is the representation of the Organization's management and has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion on them.

This information is intended solely for the use of the Board of Trustees and management of St. Ann's Home, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Leonard, Mulherin & Greene, P.C.

Leonard, Mulherin & Greene, P.C.
Braintree, Massachusetts

St. Ann's Home, Inc.
Board of Trustees
September 18, 2023

Mr. Joseph Cronin President & CEO ████████████████████ ████████████████████ ████████████████████	Mr. Steven Rosenberg
Mr. Peter Quinlan	Fr. Christopher Casey
Father J. Bryan Hehir Board Treasurer	Ron Desjardins
Mr. James MacMillan, Jr.	Ms. Stephanie Aznoian Board Chair
Ms. Marilyn Andrews Secretary	

Cheryl L. Macinanti, M.Ed., CAGS

EDUCATION

C.A.G.S., Mental Health Counseling 2007
Cambridge College, Cambridge, Massachusetts

M.Ed., Counseling Psychology 2003
Cambridge College, Cambridge, Massachusetts

BFA, Fine Arts and Liberal Studies 1991
Emmanuel College, Boston, Massachusetts

EXPERIENCE

Director of Adolescent Services
St. Ann's Home and School, Methuen, Massachusetts
Residential Treatment Facility (June 2007-Current)

- * Member of St. Ann's Home's senior management team; as director of adolescent services, work with members of the senior management team responsible for the overall management of the agency
- * Directly oversee the operation of St. Ann's two community-based adolescent group homes and adolescent program
- * Direct supervisor for adolescent residential units' and group homes' treatment teams
- * Responsible for the development and implementation of the adolescent programming for the residential program, as well as marketing St. Ann's adolescent programs
- * Responsible for the coordination and implementation of adolescents' treatment plans and chairing of case conferences and IEPs
- * Responsible for collaboratively working with all collaterals and treatment team members to meet treatment objectives for clients in adolescent program
- * Responsible for coordinating the program's in-service trainings and formulation of all policies and procedures in the residential program
- * Responsible for the implementation of agency policies and state regulations for the adolescent residential units and group homes
- * In the absence of the director of the residential program, serve as the administrative representative for the residential program
- * Supervise and evaluate program staff
- * Responsible for emergency and on-call responsibilities for adolescent program and for residential program in the absence of the director of the residential program

Group Home Director (Full Time)
St. Ann's Home & School, Methuen, Massachusetts
Residential Treatment Facility (September 1995-June 2007)

- * Supervise and advocate for 10 residents in a community-based adolescent group home from diverse backgrounds, with emotional, educational and behavioral difficulties
- * Provide individual and group counseling for residents in population
- * Supervision and training of 10 full time child care counselors
- * Assessing and writing of treatment plans, case conferences, IEPs, transition plans and all other required paperwork necessary for academic and treatment goals
- * Chair weekly meetings with child care counselors, clinical nurse specialist, residential therapist, and supervisor
- * Regular contact with DCF, public schools, lawyers, and family or guardian of children
- * Hiring and evaluating group home child care counselors
- * Development of behavioral/incentive programs to improve academic and home functioning
- * Bi-weekly review meetings with special education teachers and academic support staff
- * Bookkeeping and scheduling for group home and staff
- * Review medication regime for children in care weekly with clinical nurse specialist

- * Represent agency at foster care review meetings, IEP meetings, academic review meetings, case reviews, court hearings and all necessary meetings relating to students/children
- * Provide weekly 1 hour individual supervision for child care counselors
 - lead groups for children ages 8-16 covering: "Career & Education Development," "Fire Safety," "Social Skills," "Building Self-esteem," "Bullying," "Sexual Impulsivity"
- * Train agency child care counselors in CPI Non-Violent Crisis Intervention
- * Monitoring and distributing of psychotropic medication
- * Development and implementation of the "Leadership Program," designed with a strength-based approach; empowering adolescents to achieve their academic and personal goals while preparing them for adulthood

School Adjustment Counselor (Part Time)
Waltham High School, Waltham, Massachusetts
Internship (September 2006-June 2007)

- * Supervision of approximately 8 freshman students with various behavioral, emotional and academic difficulties
- * Provide counseling for individual students outlined in their IEP
- * Responsible for referral packets, written functional behavioral assessments, home assessments and any additional material required for student evaluation
- * Communication with outside agencies, families, and school personnel

Child Care Counselor (Full Time)
St. Ann's Home & School, Methuen, Massachusetts
Residential Treatment Facility (September 1993-September 1995)

- * Care and welfare of 10 adolescent boys in residential treatment
- * Distribution of psychotropic medications
- * Planning and implementation of academic plans, routines, activities, and treatment plans
 - Writing quarterly resident case conferences and daily resident logs
 - Treatment modality using behavioral modification techniques to improve child functioning at home and school

Crisis Team Manager (Part Time)
DYS Northeast Family Institute
Middleton, Massachusetts (August 1992-September 1993)

- * On call to assist children at risk of being suicidal, homicidal, or unmanageable who are not in current need of hospitalization
- * On call to assist in crisis situations for residential, detention, and foster care settings affiliated with this agency
- * Counseling and development of behavioral/incentive programs
- * Assessing and improving facilities' strengths and weaknesses
- * Developing routines/structure, attempting to solve programmatic issues
- * Reporting and filing necessary paperwork related to treatment facility

Assistant Supervisor (Full Time)
DYS Northeastern Family Institute
Middleton, Massachusetts (July 1991-September 1993)

- * Counseling and supervision of 25 court detained male juveniles from diverse backgrounds
- * Supervision and training of 9 counselors
- * Creation, development and implementation of the program "Communiten," designed to promote social values and a sense of responsibility juveniles share in our community
- * Bookkeeping, staff scheduling, and all related written materials
- * Evaluation and hiring of program staff
- * Supervision of weekly NA/AA meetings in facility (open to community)
- * Supervision of a mentoring program organized with the Middleton Corrections facility

Christine M. Albert



Professional Experience

St. Ann's Home, Inc. - Methuen MA (1988 - present)

Director of Group Home Services (2014 - present)

- Development and implementation of 1:4 Group Home program.
- Responsible for all aspects of 4 group home programs with 37 clients, including interviewing clients, treatment planning, case management, budgeting and evaluation of 34 staff members.
- Transition planning for clients with mental health issues, cognitive delays and behavioral issues who are aging out of the DCF system.
- Education planning for clients graduating from high school and looking at college or training programs.
- Chair quarterly Case Conference meetings that include DCF and DMH social workers, Family Networks coordinators, attorneys, parents and other outside agency collaterals.

Treatment Plan Coordinator (2010 - present)

- Training and Implementation of iFamilyNet system instituted by DCF.
- Responsible for review and approval of treatment plans for 120+ children.
- Responsible for training and implementation of the DCF/DMH Caring Together - Rehab Options requirements.

Pre-Independent Living Program Coordinator (2010 - 2014)

- Development and Implementation of pre-independent living program.
- Responsible for all aspects of 2 group home programs with 18 clients, including interviewing clients, treatment planning, case management, budgeting, and evaluation of 18 staff members.
- Chair quarterly Case Conference meetings that include DCF and DMH social workers, Family Networks coordinators, attorneys, parents and other outside agency collaterals.

Residential Supervisor (1996-2010)

- Responsible for supervising and training of 100+ direct care staff.
- Direct care of 100+ emotionally disturbed children ages 5 - 22.
- Interviewing and hiring of prospective employees.
- Collaborate with outside agency personnel including parents, attorneys, DCF, DMH, and DESE in caring for the children.

Unit Director (1993-1996)

- Responsible for creating and maintaining a safe, nurturing and therapeutic environment for 15 latency aged, emotionally disturbed boys.
- Responsible for unit scheduling, budgeting and administrative paperwork.
- Attend and participate in Case Conferences, IEP meetings and Foster Care Reviews.
- Directly train, supervise and evaluate 10 child care staff.
- Co-leader of psycho-educational fire safety group for children involved in fire setting.

Child Care Counselor (1988-1993)

- Direct supervision of 15 children ranging in age from 5 - 13 within a residential setting.
- Assist children with daily living skills and help them in learning more effective behavior management techniques.
- Responsible for clothing purchases and management of clothing budget for the unit.

Holy Family Safety Project (2014 – present)

Therapeutic Group Co-Leader

- Co-lead therapeutic groups in the community for children aged 8 - 18 who have witnessed domestic violence.
- Document activities and participation level of each child on a weekly basis.

Certifications

Red Cross First Aid, CPR and AED; MAP Certified Medication Administration; CPI Non-Violent Crisis Intervention; Fire Safety Group Leader.

Education

Salem State University – Salem, MA

Master of Education in School Counseling Grades 5-12 (in process)

University of Lowell – Lowell, MA

Bachelor of Arts: Psychology (1989)

Studies: Child Psychology and Development

References

Furnished Upon Request

Joseph T. Cronin

Education

Northern Essex Community College – Haverhill, MA
Nonprofit Management Certificate Program (Current)

Salem State College – Salem MA
Masters of Social Work (2004)
Concentration in children & family counseling and "macro" studies

Westfield State College – Westfield MA
Bachelor of Arts: Social Science & Psychology (1991)
Studies: Social Work, Counseling, Criminal Justice

Professional Experience

St. Ann's Home Inc. – Methuen MA (1991-2019)

President and CEO

- Plan, implement, and evaluate all agency treatment programs, auxiliary treatment services, and support services
- Establish and implement the agency's personnel policies, including the hiring and dismissal of all personnel
- Supervise all fiscal matters within the guidelines set by the Board of Trustees, including the preparation and administration of the annual budget
- Liaison with all state agencies and funding sources; insuring compliance with all regulations regarding program licensing, personnel practices, and facility safety
- Cooperate with other Archdiocesan agencies; and representation of St. Ann's Home, Inc. to the community through direct contact with professional, business, and other groups.
- Responsible for maintaining and improving the agency's infrastructure, including IT resources, within the context of the budget and ever evolving needs and changes impacting our operation.
- Final authority in all treatment decisions and employee grievances which require the attention of a senior administrator.
- Provides strategic leadership of the organization to assure that St. Ann's Home, Inc. successfully adapts to the ever-changing dynamics in the complex market served by the corporation.
- Responsible for the supervision of the Senior Management Team.
- Responsible for establishing fair and effective means of communication and decision-making in all programs and for all employees.
- Chair a weekly planning meeting which is attended by the members of the Senior Management Team.
- Coordinates the activities of the Board of Trustees and performs such other duties as may be assigned by the Board of Trustees or by the Member.

Vice President of Care

- Designee to act in the President/CEO's absence
- Senior management team member 10+ years
- Participant in St. Ann's Board of Trustees meetings
- Mentor for other senior management team members
- Responsible for fiscal oversight of the residential program and to ensure all of St. Ann's budgetary needs are met
- Responsible for the direct oversight of the residential program and the admissions department (over 200 staff and 150 residents)
- Direct supervisory responsibility for four senior management team members
- Primary liaison with funding resources, licensing entities & local and state agencies
- In conjunction with the CEO make all final decisions regarding admissions
- Responsible for establishing, implementing and maintaining all residential program and agency wide policies and procedures
- Work closely with CEO and facility coordinator to ensure all safety standards are met
- Involved in hiring, progressive discipline, support and dismissal of employees
- Work directly with CEO to strategically plan for and implement any necessary action to successfully address expected or unexpected market shifts and industry changes
- Coordinate and manage all risk management initiatives, critical incidents, crisis situations and investigations
- In conjunction with the CEO, manage DEEC, DCYF, DCF, DMH and DESE licensing & contractual requirements, proposals and applications
- Instrumental in ensuring St. Ann's diversification of revenue, by creating new programs, identifying new referral sources and increasing programming
- Developed and implemented new training curriculum for residential staff
- Assist with marketing St. Ann's programs and establishing long-term respected and meaningful relationships with referral sources, clients and community partners
- Oversee residential administrative, clinical, treatment and programmatic decisions
- Help identify infrastructure needs and establish and maintain solutions that are viable

Admissions Director

- Senior management team member
- Team leader in the development of and fundraising for St. Ann's first capital campaign for an \$8 million adolescent center
- Responsible for reviewing referral packets for appropriateness of placement and coordinating case coverage
- Responsible for establishing and keeping consistent communication with referral resources to ensure an efficient and effective admission process
- Responsible for developing and maintaining a professional and productive relationship with collaterals and referral sources
- Responsible for tracking referral information and keeping data recorded in a systematic manner in which it can be utilized to maximize admission process and revenue
- Responsible for maintaining an enrollment level that reflects an appropriate balance between the business and clinical needs of the organization
- Liaison between St. Ann's Home and state agencies, school districts, insurance companies and several community organizations
- Responsible for coordinating and attending marketing events that allows St. Ann's to maintain a strong market share within the context of the market we serve
- Assist the residential program directors to address the various needs of the residential program, including licensing reviews, critical incidents and resident and staffing issues
- Assisted in the writing of proposals for the DCF/DMH Caring Together contract
- Chairperson for the strategic planning milieu committee

Residential Supervisor

- Responsible for the supervision and training of over 100 direct care staff
- Directly work with over 100 emotionally disturbed children ages 5-17
- Work with therapeutic team to design/implement and approve children's individualized treatment plans and behavioral programs
- Approve unit scheduling, overtime and budgeting
- Responsible for decisions regarding behavior management of children
- Coordinate communication and foster effective collaboration between the community, other human service agencies and St. Ann's
- Interview perspective employees and oversee the evaluations of current employees
- Designated to act in the place of the director of the residential program in his absence
- Responsible for on-call coverage throughout the year and intake evaluations
- Responsible for the safety of children and staff during emergency and crisis situations

Unit Director

- Responsible for maintaining a safe, nurturing and therapeutic environment for the children and a fun, supportive and work friendly atmosphere for staff members
- Oversee unit scheduling, budgeting and the completion of administrative paperwork
- Attend and participate in IEP meetings, foster care reviews, case conferences
- Collaborate with various community organizations, including DMH, DCF, DCYF and specialized foster care agencies, including MBHP managed contracts
- Co-led psycho-educational fire safety groups and groups for children who witnessed domestic violence (through Holy Family Hospital Family Safety Project).
- Directly trained, supervised and evaluated 12 child care staff

Therapist

- Responsible for individual and family therapy for children living in the residential program
- Completed therapeutic treatment plans, case conference reports, child and family assessments and individualized education plans
- Attended foster care reviews, IEP meetings, case conferences, educational review meetings and weekly treatment team meetings
- Collaborate and communicate efficiently with outside agencies, families and schools

Child Care Counsellor

- Directly supervised 15 children within the residential program ranging in age from 5-15
- Provided a safe and positive experience for children and assisted them with daily living and social skills
- Implemented effective behavior management techniques
- Provided for the physical, emotional and medical needs of residents through direct care and adherence to individualized treatment programs
- Responsible for the clothes shopping and food shopping for the unit
- Completed time sheets and account books in the unit director's absence
- Prepared log entries and case conference reports
- Acted as the liaison between the public school system and residential program

Consultant - Holy Family Hospital (Family Safety Project) Methuen, MA (1998-2016)

- Co-facilitated batterer's intervention groups for men who battered their intimate partner
- Taught offenders alternatives to coercive, dominating and violent behavior
- Collaborated with criminal justice system, human service providers, and battered women's programs to end domestic violence
- Monitored the behavior of the men in the program and reported non-compliance

Loaned Executive – United Way of Merrimack Valley

- Established a sound understanding of fundraising and built an appreciation for how strong relationships and partnerships between businesses, municipal and nonprofit organizations solve community wide problems
- Built philanthropic capital for the United Way and its 100 supported health and human service programs. This was accomplished through strategic work place and individual solicitations
- Managed a private/public United Way strategic community initiative called Summer Experiences in Greater Lowell. The purpose of the project was to engage at risk youth in summer programming that provided a positive, safe, educational and self-esteem building opportunity. Through a partnership with local businesses, major corporations and the community, the United Way was able to raise over \$80,000 for these youth, with 100% going directly into the summer program

Accomplishments and Activities

- Directed and oversaw the implementation of 2 new programs, 3 new group homes and 1 new residential and administrative building
- Through strong relationship building, marketing, program expansion and direct interaction as admissions director, increased St. Ann's census by 50 residents, increasing revenue by over \$8 million
- Led employee capital campaign for funding of St. Ann's new adolescent center
- Special Olympics of Massachusetts coach and volunteer
- Through direct solicitation, raised \$80,000 as a United Way volunteer for summer program
- St. Lucy's Catholic Church Men's Guild and Religious Education Teacher
- Methuen Youth Soccer and Baseball Coach
- Cancer and Heart fundraising volunteer
- Methuen Public School parent volunteer

References available upon request

Heather M. O'Neil, LMHC



EDUCATION: *Master of Science, Counseling Psychology, December 2003*
Summa Cum Laude
Salem State College, Salem, MA
Bachelor of Arts, Social Sciences - Psychology, May 2000
Bradford College, Bradford, MA 01835

QUALIFICATIONS: Licensed Mental Health Counselor, MA license 6516

**PROFESSIONAL
EXPERIENCE:**

February 2019-present **Director of Community Based Acute Treatment Program, St. Ann's Home**

- Responsible for the clinical and administrative oversight of the CBAT & TCU programs, including 4 Master's level clinicians
- Responsible for the managerial oversight of the Residential unit for CBAT staff and residents
- Assure that standards and CBAT program specifications of funding sources and licensing agencies are met
- Provide support for users for electronic health record system
- Run Mental Health Clinic as listed below

December 2013-present **Director of Community Outreach Services, St. Ann's Home**

- Responsible for the clinical and administrative oversight of the Mental Health Clinic, Intensive Family Intervention program, and CBHI services
- Lead a team of 10 full time clinicians, 2 Master's level clinical interns, 2 Doctoral level interns, and 2 Therapeutic Mentors
- Participate in Management Team with all agency Program Directors
- Maintain positive relationships with schools, DCF, Outpatient providers, and other community partners
- Assure that standards and program specifications of funding sources and licensing agencies are met
- Attend statewide provider meetings to represent St. Ann's community outreach
- Provide individual supervision to clinicians
- Assisted in the selection, development, and implementation of a new Electronic Health Record for the agency
- Continued Outpatient Assistant Director duties as described below

October 2009-2013 **Assistant Director of Outpatient, CBAT&TCU Programs, St. Ann's Home, Methuen**

- Provide clinical supervision and administrative supervision to staff of 9 outpatient therapists
 - Assign cases for individual and family therapy, assist clinicians with structuring caseloads
 - Review individual cases with clinicians to assess progress and goals
 - Manage crisis situations and crisis calls from clinicians and client
 - Conduct performance evaluations of clinicians

- Manage daily operations of the outpatient department
 - Manage referrals to outpatient clinic and CBHI services
 - Collaborate with community mental health agencies, school systems, and state agencies
 - Update statewide reports for access to care
- Facilitate and maintain communication between clinicians and upper management across various departments within the agency
- Ensure compliance to Mass Health insurance performance specifications of the Outpatient program, CBHI services, Community Based Acute treatment program, and Transitional Care Unit program.
- Well-versed on mental health service protocols of MBHP, Beacon Health, and Network Health.
- Lead admission, discharge, and systems meetings for the CBAT and TCU programs
- Provide administrative supervision to Psychology Doctoral program interns
- Administrator role on Virtual Gateway, responsible for monitoring CANS reports for Mass Health insurance clients
- Maintained duties from Senior Clinician role, listed below

2008-2009 **Senior Clinician, St. Ann's Home**

- Co-chair of CBAT/TCU meetings
- Provided training and on-going support to therapists on use of MSDP (Massachusetts Standardized Documentation Project) forms and policies
- Trained on the Children's Behavioral Health Initiative system of care, and how to implement policies and services. Developed and led training for staff on new CBHI programs
- Collaborate daily with Outpatient/CBAT Program Director
- Continued position and maintained responsibilities of outpatient therapist as listed below

2004-2008 **Outpatient Therapist, St. Ann's Home, Methuen, MA**

- Provide home and school-based therapy to children, adolescents, and families
- Complete diagnostic summaries, comprehensive assessments, psychosocial history, treatment plans, and CANS assessments
- Collaborate with school systems, social service agencies, and other providers.
- Provide individual and family therapy as a Community Based Acute Treatment (CBAT) therapist, serving children and families in crisis

2004 **Family Therapist, The Home for Little Wanderers, Cambridge, MA**

- Provide home-based individual and family therapy to clients in crisis
- Formulate assessments, treatment plans, and discharge recommendations
- Coordinate case management and wrap-around services

2003-2004 **House Counselor, Health & Education Services, Haverhill, MA**

- Responsible for direct care of children ages 6-12 in a residential setting

2002-2004 **Counseling Intern, Salem Center for Therapy, Training, & Research, Salem, MA**

- Member of co-therapy team working with children, couples, and families

Robin L. Duguay



Professional Strengths:

- M.Ed. in Clinical Psychology
 - B.A. in Psychology and English
 - Supervisory and Leadership Experience
 - Excellent Communication Skills (written and oral)
 - Experience with Creation and Implementation of Policies and Procedures in Multiple Settings
-

Education **Springfield College, Springfield, MA**
Masters of Education, awarded May 2005
Concentration in Clinical Mental Health Counseling

Quinnipiac University, Hamden, CT
Bachelor of Arts, awarded May 2003
Double Major in Psychology and English

Experience **Network Specialist, November 2015 - present**
Department of Children and Families, Services Network Northern Region, Lawrence, MA

- Ensure contract compliance for Caring Together providers in the Northeast Region (MA)
- Develop quality assurance plans and protocols in response to identified areas of ongoing need
- Provide training and technical assistance with Virtual Gateway, Rehab Options, CANS, etc...as needed or requested
- Partner with the Department of Early Education and Care (EEC) and Special Investigations Unit (SIU) in response to allegations of institutional abuse/neglect
- Manage requests for additional funding as requested by providers
- Assist in the procurement of additional/expanded programs in the Region
- Partner with other state entities (Department of Mental Health, Department of Early and Secondary Education, Police Departments, etc...) in addressing programmatic concerns and identifying additional resource needs
- Facilitate inter-agency learning opportunities to improve overall service delivery

Director of Operations - Youth Services, August 2010 – Nov 2015
Shared Living Collaborative, Inc., Merrimac, MA

- Oversee operations for program providing therapeutic foster care for children with cognitive, developmental, and medical needs
- Supervise Case Management, Direct-Care, and Administrative staff
- Collaborate with various state agencies to ensure contractual and licensing regulations are met: Department of Children and Families, Department of Mental Health, Department of Developmental Services, Department of Early Education and Care, Massachusetts Behavioral Health Partnership, etc....
- Identify staff training needs and organize or conduct necessary trainings
- Evaluate strategic plan for agency and identify opportunities for continued growth and development

- Assist with writing and submitting multiple responses to state issued Requests for Responses
- Work with Adult Service/Placement Agencies in planning for transitional age youth as they “age out” of DCF placement

Consultant, February 2009 – Oct 2011

Department of Children, Youth, and Families, Rhode Island

- Meet with prospective foster/pre-adoptive parents to assess appropriateness to be licensed as placement resources
- Complete thorough written evaluation of applicants personal history, strengths, and training needs
- Ensure potential providers understand and are in compliance with State of Rhode Island Foster Care Regulations

Family Networks Program Director, August 2009 – August 2010

MSPCC, Lowell, MA

- Coordinated placement and care of children receiving services through the Department of Children and Families
- Oversaw budget for congregate care and support services for the Lowell Area Office and balanced budget decreases with continued/increased need for services
- Supervised Service Coordinators and Administrative staff in group and individual settings
- Ensured contracted providers were in compliance with state regulations, and identified concerns to the Department of Children and Families
- Supervise Educational Consultant working with Public School Districts to maximize in-district support services and advocate for out of district placements when needed

Family Networks Service Manager/Coordinator, May 2005 – August 2009

Key Program Inc, Lawrence, MA & MSPCC, Lowell, MA

- Coordinated placement and care of children receiving services through the Department of Children and Families
- Conducted quarterly utilization/treatment reviews to ensure progress towards identified goals
- Worked to ensure service delivery was appropriately matched to individual needs
- Served as liaison between Department of Children and Families and contracted providers for in-home and out-of-home services

Boards/Committees

Human Rights Committee, Shared Living Collaborative

Planning Board, Town of Kingston NH

Trainings/Certifications

Massachusetts Approach to Partnership in Parenting (MAPP) – Certified TOT

Child and Adolescent Needs & Strengths Assessment (CANS) – Certified TOT

Positive Behavioral Supports

Trauma-Informed Care

Supervisory Training to Enhance Permanency Solutions (STEPS)

Providers’ Council Training in Human Service/Nonprofit Management

IDEA/Special Education Law and the IEP Process

Eligible for Licensure as a Mental Health Counselor and/or Social Worker

Presentations

Keynote: The Caring Together Initiative – State Agency Clinical Review Protocol for Appropriateness of Placement (ACRC Conference 2018)

Stephen Steiner, SHRM-SCP

Accomplished Human Resource executive with highly regarded organizational, interpersonal and management skills. Adept at directing all HR functions including recruiting, talent development, employee relations, HRIS technology, total rewards, and strategic planning. Developed a passion for coaching, mentoring and delivering top performance during previous career years in arts management. Other areas of proven capability include project management, labor relations, compliance, and finance/cost control.

PROFESSIONAL EXPERIENCE

ST. ANN'S HOME & SCHOOL, Methuen, MA

2007-Present

Chief Administrative Officer – beginning 7/1/2019

Director of Human Resources

- Assists the President & CEO in supervising the daily operations of St. Ann's Home; responsible for the performance of departments as assigned to manage by the CEO; ultimately responsible for assisting in making the business function efficiently.
- Provide HR leadership to 350 employees.
- Ensure regulatory and legal compliance for all employment-related matters, including CORI, background checks and personnel policies, as well as licensing by the Department of Early Education & Care (DEEC) and Department of Elementary & Secondary Education (DESE).
- Administer all agency benefit plans including Health/Dental, Vision, Disability/Life, Flexible Spending Accounts, 401K/Pension. Streamlined open enrollment process. Works with brokers to maintain consistent positive financial results in medical insurance premium costs, and senior management on finding creative ways to redesign plans to reduce expenses and improve outcomes.
- Administer and ensure compliance for COBRA, FMLA, OSHA and Workers Compensation.
- Create and track HR budgets, prepare for annual financial and retirement plan audits.
- Works to improve employee relations and organizational climate through a number of initiatives, including focusing efforts of agency personnel committee to elicit more valuable feedback from staff, finding creative ways to recognize accomplishments of staff, such as implementing a "Way to Go!" board in the agency lobby.
- Modernized HR systems, streamlined applicant tracking systems, initiated use of an employee portal for more efficient communication and led efforts to encourage and educate staff to utilize technology effectively.
- Collaborates in developing compensation policies to better serve the needs of the agency, to achieve internal and external equity and to be more in line with current practices.
- Works to implement employee wellness initiatives, aligning them with agency core values as well as agency initiatives to provide the best in Trauma Informed Care to clients.
- Serves on senior management team; works as part of leadership teams in agency-wide strategic planning and accreditation initiatives.

BOSTON LYRIC OPERA, Boston, MA

1995-2006

Director of Productions

Responsible for overseeing all aspects of production operations including artistic, technical, and educational programming.

- Managed full time administrative staff of five, seasonal staff of twenty, 100+ staff per production including singers, chorus, orchestra, designers, and technicians. Recognized for recruiting top talent through interview or audition. Mentored several aspiring professionals as interns and apprentices.
 - Negotiated collective bargaining agreements with several unions, assuring compliance with agreements.
 - Responsibility for annual budgets of up to \$5M, with a proven track record of favorable financial results.
 - Collaborated on long range and strategic planning utilizing The Balanced Scorecard.
 - Interfaced regularly with Board of Directors; facilitated the creation of an Artistic Policy Committee of the Board.
 - Represented the company to internal and external constituencies on delivering overall company positioning and organizational messages.
 - Expert project manager, including large scale, public projects. In 2002, produced CARMEN ON THE COMMON, free outdoor multimedia performances on the Boston Common with an audience of 140,000 over two evenings.
 - Invited regularly to speak on various topics for lectures, arts conventions, etc., and to sit on grant review panels.
-

Stephen Steiner, SHRM-SCP

BOSTON UNIVERSITY COLLEGE OF FINE ARTS

1988-1995

Assistant Professor - Music Director, Boston University Opera Institute

- Developed curriculum, course work and training activities at the core of developing talent.
- Supervised musical studies of students; provided training in language, performance techniques.
- Conducted productions and supervised musical preparation of all programming.
- Provide master classes and private sessions on career development, vocal coaching, and the business of singing.

HIGHLIGHTS OF CONSULTING/CONTRACT POSITIONS

OPERA THEATRE OF SAINT LOUIS

1992-1997

Head of Music Staff • Young Artist Ensemble Program Supervisor

- Hired and managed music staff of five coach/accompanists.
- Liaison to conductors, responsible for upholding standards of quality.
- Auditioned over 400 singers nationally each year, bringing the finest in young talent into the program.

HOUSTON GRAND OPERA

Guest Principal Coach • Guest Faculty, Houston Opera Studio

THE BOSTON CONSERVATORY AT BERKLEE

Instructor of Operatic Diction

CHAUTAUQUA INSTITUTION

Head of Music - Summer Vocal Program

HANDEL & HAYDN SOCIETY, Boston

Consultant - Future Season Planning

VOCAL COACHING STUDIO

- Highly regarded nationally for exceptional results mentoring and developing operatic talent, in one-on-one sessions and in master classes, with students regularly winning major competitions and going on to careers with the most prominent US opera companies.
- Adjudicated numerous major national vocal competitions.

EDUCATION & PROFESSIONAL CREDENTIALS

Master of Music, Indiana University School of Music; Graduated With Distinction
Bachelor of Arts, Gettysburg College; Graduated Magna Cum Laude, Phi Beta Kappa

Society of Human Resource Management Senior Certified Professional (SHRM-SCP)

Member - Society for Human Resource Management (SHRM)

St. Ann's Home, Inc. Key Personnel List for NH Contract

Staff Name	Position	Total Salary to NH
Joseph Cronin	Chief Executive Officer	11,800
Stephen Steiner	Chief Administrative Officer	7,000
Robin Duguay	Director of Quality Assurance and Compliance	3,850
Christine Albert	Senior Residential Program Director	11,249
Cheryl Macinanti	Senior Residential Program Director	11,258
Heather O'Neil	Director of Outpatient, CBAT and TCU Programs	12,053
		57,211

SEP29'21 PM 2:30 RCVD

388 mac



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 EXT 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 27, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with the vendor listed below in an amount not to exceed \$11,215,992 to provide behavioral health residential treatment services for children, youth and young adults to stabilize their behavioral health, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. The funding source is estimated as 51% General Funds and 49% Federal Funds, dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
St Ann's Home Methuen, MA (VC #234481)	In/near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$3,738,664	\$3,738,664	\$3,738,664	\$11,215,992
Total:		\$3,738,664	\$3,738,664	\$3,738,664	\$11,215,992

Funds are available in the following accounts for State Fiscal Year 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the clients, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 - CONTRACTS FOR PROGRAM SERVICES - 100% General Funds

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05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES; CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractor will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings and residential treatment programs outside of New England. The Contractor will support the Department's efforts to provide improved long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population to be served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire-setting behaviors, problematic sexual behaviors, highly aggressive behaviors, and past attempts of suicide or significant self-harm. Under a separate contract, an independent qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care.

The Contractor will provide varying residential treatment levels of care ranging from levels two through four, with four being the most intensive treatment. The Contractor will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- ♦ Residential/milieu services through direct care professionals;
- ♦ Trauma-informed treatment models including evidence based practices;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes the final one (1) contract in addition to nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (Item #14), five (5) contracts presented to the Governor and Executive Council on August 4, 2021 (Item #15), and one (1) contract presented to the Governor and Executive Council on September 15, 2021 (Item #32), for a total of sixteen (16) contracts

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN#
2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not
be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92694125473...

Lori A. Weaver

Associate Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

- 1 Robert Reder, Administrator for DCYF
- 2 Richard Savene, Administrator for DCYF
- 3 Shawn Ockey, Program Specialist IV, CBH
- 4 Peigo Morgan, Youth Voice
- 5 Terri Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Location/Program	TOTAL SCORE
1	Chase Home	Portsmouth	83
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Ann's Home, Inc.	St. Ann's	85
10	Webster House	Webster	75

Reviewer Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Burton, Administrator, DCYF
- 4 Tania Godfredson, Business Administrator, Florence



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-0814-12-RESID		
LEVEL OF CARE	Proposer Name	Option Program	INITIAL SCORE
1	Doverston Foundation	Doverston Level 3 Intensive	74
2	Eastar Seals	EU Boys - Intensive	85
3	Eastar Seals	Manchester - Intensive	85
4	Eastar Seals	Zachary - Intensive	80
5	Eastar Seals	EU Krol - Intensive	80
6	Home for Little Wanderers	Wichita	72
7	Mount Prospect Academy, Inc.	Mount Prospect	83
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSD Rumney	81
11	Mount Prospect Academy, Inc.	Option A Summit Flynn	84
12	Mount Prospect Academy, Inc.	Option C East Hampden	83
13	Mount Prospect Academy, Inc.	Option C East Flynn	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campden	88
15	Pine Haven Boys Center	Pine	79
16	Spaulding Academy & Family Services	SP	85
17	Spaulding Academy & Family Services	HBSP	85
18	Spaulding Academy & Family Services	SWP	80
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Statton School, Inc.	Statton	80
22	Winnom Permanency Initiative, Inc.	Winnom	81
23	Whitney Academy Inc.	Option A	81

Reviewers: Items 100-110

- 1 Amy Lambert, Program Specialist IV, CBH
- 2 Pauline Rowse, Program Specialist IV, CBH
- 3 Kathleen Tibbot, Program Specialist IV, CBH
- 4 Jessica Katschro, Administrator, DDVW
- 5 Kyril Leonard, Administrator, Pinesw
- 6 Patricia Larkin, Financial Reporting Adm



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	82
3	Mount Prospect Academy, Inc.	Option D ERT Campton	82
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	98
5	St. Anna Home, Inc.	Option B CBAT	81
6	St. Anna Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Asale Bauman, Administrator, CBH
- 3 Erica Ungaretti, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tanja Godfredsen, Business Administrator, Finance
- 6 Elizabeth LeFortaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name St. Ann's Home, Inc.		1.4 Contractor Address 100A Haverhill Street, Methuen, MA 01844	
1.5 Contractor Phone Number (978) 682-5276 x:3175	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$11,215,992
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Joe Cronin</i> Date: 9/14/2021		1.12 Name and Title of Contractor Signatory Joe Cronin CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 9/28/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>J. Christopher Marshall</i> On: 9/29/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 9/14/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to test stated hypotheses, justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4. Unless that program qualifies as CBAT or ICBAT.
 - 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
 - 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				05 N

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Reserved				
Level of Care 2, Intermediate Treatment	Youth & Young Adult Group Home	Methuen, MA Lawrence, MA	6	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Community Treatment Residence	Methuen, MA Lawrence, MA	9	Yes, with level 3 option A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	Community Treatment Residence	Methuen, MA Lawrence, MA	3	Yes, with level 3 option C
Reserved				
Level of Care 4; High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)	Community Based Acute Treatment (CBAT)	Methuen, MA	6	Yes, with level 4 option C ICBAT
Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)	Intensive Community Based Acute Treatment (ICBAT)	Methuen, MA	3	Yes, with level 4 option B CBAT
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs;

2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7)

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days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

- 2.6.2.1. Safe environment
- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention

2.6.3. Staffing

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu

2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual

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- and family therapy with community providers.
- 2.6.3.2.1.4. Family Worker: Case Manager 1:8
- 2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.
- 2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.
- 2.6.3.2.2. Medical Care
 - 2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.
 - 2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.
- 2.6.4. **Supported Visits**
 - 2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.
 - 2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.
- 2.6.5. **Educational Services**
 - 2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.
 - 2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
 - 2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational

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program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.

2.6.5.4.2. Vocational Services.

2.6.5.4.3. Formal Education.

2.6.5.4.4. Training Programs.

2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.6.6.1.1. Court Hearings.

2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.6.6.1.4. Recreation (clubs, sports, work).

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- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

- 2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for

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individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. **Staffing**

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:



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- 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker; 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which

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shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain

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Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

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- 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

- 2.8.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access.
- 2.8.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.8.2.1. Highly structured treatment on a 24/7 basis,
 - 2.8.2.2. Structured and safe, therapeutic milieu environment,
 - 2.8.2.3. Medication Monitoring and management,
 - 2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.8.2.5. Concentrated individualized treatment protocol.

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- 2.8.2.6. Specialized assessment and treatment services.
- 2.8.2.7. Community Supports.
- 2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.8.2.9. Specialized social services.
- 2.8.2.10. Behavior management.
- 2.8.2.11. Recreation.
- 2.8.2.12. Clinical Services.
- 2.8.2.13. Family Services.
- 2.8.2.14. Vocational Training.
- 2.8.2.15. Medication Monitoring, as clinically indicated.
- 2.8.2.16. Crisis Intervention.
- 2.8.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.

2.8.3. Staffing

- 2.8.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.8.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.8.3.2.1. Direct Care Staff/Milieu:
 - 2.8.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.
 - 2.8.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.
 - 2.8.3.2.2. Clinical Services
 - 2.8.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

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2.8.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.8.3.2.2.3. Clinical Ratio: 1:8

2.8.3.2.2.4. Family Therapist 1:8

2.8.3.2.2.5. Family Worker: 1:8

2.8.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8

2.8.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.8.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.8.3.2.3. Medical Care:

2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.8.3.2.3.2. Availability of prescriber or psychiatry on site.

2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.8.4. Supported Visits

2.8.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.8.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

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2.8.5. Educational Services

- 2.8.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.8.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.8.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.8.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.8.5.4.1. Transitional Services.
 - 2.8.5.4.2. Vocational Services.
 - 2.8.5.4.3. Formal Education.
 - 2.8.5.4.4. Training Programs.
 - 2.8.5.4.5. Independent Living Skills.
- 2.8.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.8.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.8.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.8.6. Transportation

- 2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.8.6.1.1. Court Hearings.

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- 2.8.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.8.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.8.6.1.4. Recreation (clubs, sports, work).
- 2.8.6.1.5. Family and sibling visits.
- 2.8.6.1.6. Other as required by the individual's treatment plan.
- 2.8.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.8.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.8.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.8.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.8.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.8.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.8.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.8.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.8.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include

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bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.9. Reserved

2.10. Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)

2.10.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option B: Community-Based Acute Treatment (CBAT), to children, youth, and young adults experiencing acute symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

2.10.1.1. Support the rapid successful transition to the individuals home and community by:

2.10.1.1.1. Stabilizing and treating the acute symptoms,

2.10.1.1.2. Transitioning children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.10.1.1.3. Supporting a youth who likely would otherwise require acute psychiatric settings, and/or

2.10.1.1.4. Stabilizing a reduction of acuity in emotional or behavioral health functioning.

2.10.1.1.5. Helping the youth learn the skills and behaviors that will help the individual when they return to their homes, schools, and communities.

2.10.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short term stay based on need, in an intensive, acute residential unit, or community or hospital based, which provides:

2.10.2.1. High intensity clinical treatment services in a community-based setting similar to the intensity of an inpatient treatment program with frequency of treatment settings of two (2) to six (6) days a week for up to six (6) hours each day.

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- 2.10.2.2. Simulated everyday community living in a safe, therapeutic environment
- 2.10.2.3. Highly structured treatment on a 24/7 basis,
- 2.10.2.4. Structured and safe, therapeutic milieu environment,
- 2.10.2.5. Medication Monitoring and management,
- 2.10.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.10.2.7. Concentrated individualized treatment protocol.
- 2.10.2.8. Specialized assessment and treatment services.
- 2.10.2.9. Community Supports.
- 2.10.2.10. Access to public school education and/or an approved special education program on site or subcontracted
- 2.10.2.11. Specialized social services.
- 2.10.2.12. Behavior management.
- 2.10.2.13. Recreation.
- 2.10.2.14. Clinical Services.
- 2.10.2.15. Family Services.
- 2.10.2.16. Vocational Training.
- 2.10.2.17. Medication Monitoring, as clinically indicated.
- 2.10.2.18. Crisis Intervention.

2.10.3. Staffing

- 2.10.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.10.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.10.3.2.1. Direct Care Staff/Milieu:
 - 2.10.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.
 - 2.10.3.2.1.2. Awake overnight: 1:5 minimum 2 staff available for programs (however could float on campus or within building)
 - 2.10.3.2.2. Clinical Services



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2.10.3.2.2.1. access to clinical 24/7 may be telephonic or face to face depending on clinical need)

2.10.3.2.2.2. Clinical ratio: 1:6

2.10.3.2.2.3. Family Therapist 1:6

2.10.3.2.2.4. Family Worker: 1:8

2.10.3.2.2.5. Case Manager (may be the same position as Family Worker) 1:8

2.10.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.10.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10

2.10.3.2.3. Medical Care:

2.10.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.10.3.2.3.2. Availability of prescriber/psychiatry on site.

2.10.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.10.4. Supported Visits

2.10.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

2.10.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.10.5. Educational Services

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- 2.10.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.10.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:
 - 2.10.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.
 - 2.10.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.
 - 2.10.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.
- 2.10.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.10.5.3.1. Transitional Services.
 - 2.10.5.3.2. Vocational Services.
 - 2.10.5.3.3. Formal Education.
 - 2.10.5.3.4. Training Programs.
 - 2.10.5.3.5. Independent Living Skills.
- 2.10.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.10.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.10.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.10.6. Transportation

- 2.10.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.10.6.1.1. Court Hearings.

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- 2.10.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.10.6.1.3. School transportation for what is not provided by an individual education plan (IEP).
- 2.10.6.1.4. Recreation (clubs, sports, work).
- 2.10.6.1.5. Family and sibling visits.
- 2.10.6.1.6. Other as required by the individual's treatment plan.
- 2.10.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.10.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.10.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.10.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.10.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.10.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.10.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.10.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.10.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include

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bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.11. Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)

2.11.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option C: Intensive Community-Based Acute Treatment (ICBAT) to individuals who are experiencing acute symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis, and who may be at risk for inpatient care without high intensity therapeutic treatment.

2.11.1.1. Support the rapid successful transition to the child, youths, or young adults home and community by:

- 2.11.1.1.1. Stabilizing and treating the acute symptoms,
- 2.11.1.1.2. Transitioning children, youth, and young adults from inpatient stabilizations to out of home treatment,
- 2.11.1.1.3. Supporting a youth who likely would otherwise require acute psychiatric settings, and/or
- 2.11.1.1.4. Stabilizing a reduction of acuity in emotional or behavioral health functioning.
- 2.11.1.1.5. Helping the youth learn the skills and behaviors that will help the individual when they return to their homes, schools, and communities.

2.11.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, for as long as based on need, in an intensive, acute residential unit, or community or hospital based, which provides:

2.11.2.1. High intensity clinical treatment services in a community-based setting similar to the intensity of an inpatient treatment program with frequency of treatment settings of two (2) to six (6) days a week for up to six (6) hours each day.

2.11.2.2. Simulated everyday community living in a safe, therapeutic environment

2.11.2.3. Individual, group, and family therapy

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- 2.11.2.4. Educational Services
- 2.11.2.5. Frequent psychiatric evaluation
- 2.11.2.6. Medication Management
- 2.11.2.7. Other therapeutic distinctions
- 2.11.2.8. Highly structured treatment on a 24/7 basis,
- 2.11.2.9. Structured and safe, therapeutic milieu environment,
- 2.11.2.10. Medication Monitoring and management,
- 2.11.2.11. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.11.2.12. Concentrated individualized treatment protocol.
- 2.11.2.13. Specialized assessment and treatment services.
- 2.11.2.14. Community Supports.
- 2.11.2.15. Access to public school education and/or an approved special education program on site or subcontracted
- 2.11.2.16. Specialized social services.
- 2.11.2.17. Behavior management.
- 2.11.2.18. Recreation.
- 2.11.2.19. Clinical Services.
- 2.11.2.20. Family Services.
- 2.11.2.21. Vocational Training.
- 2.11.2.22. Frequent psychiatric evaluation and Medication Monitoring, as clinically indicated.
- 2.11.2.23. Crisis Intervention.

2.11.3. Staffing

- 2.11.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services:
- 2.11.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.11.3.2.1. Direct Care Staff/Milieu:
 - 2.11.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

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2.11.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.

2.11.3.2.2. Clinical Services

2.11.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need.

2.11.3.2.2.2. Clinical ratio: 1:6.

2.11.3.2.2.3. Family Therapist 1:6.

2.11.3.2.2.4. Family Worker: 1:8.

2.11.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.11.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.11.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.11.3.2.3. Medical Care:

2.11.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.11.3.2.3.2. Availability of prescriber/psychiatry on site.

2.11.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.11.4. Supported Visits

2.11.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming,

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inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.11.5. Educational Services

- 2.11.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.11.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:
 - 2.11.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.
 - 2.11.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.
 - 2.11.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.
- 2.11.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.11.5.3.1. Transitional Services.
 - 2.11.5.3.2. Vocational Services.
 - 2.11.5.3.3. Formal Education.
 - 2.11.5.3.4. Training Programs.
 - 2.11.5.3.5. Independent Living Skills.
- 2.11.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.11.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.11.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.11.6. Transportation

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- 2.11.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.11.6.1.1. Court Hearings.
 - 2.11.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.11.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.11.6.1.4. Recreation (clubs, sports, work).
 - 2.11.6.1.5. Family and sibling visits.
 - 2.11.6.1.6. Other as required by the individual's treatment plan.
- 2.11.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.11.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.11.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.11.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.11.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.11.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.11.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.11.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.11.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry

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standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Youth & Young Adult Group Home

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation

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Clinical Ratio	1:10	1:10 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liason
Family Therapist	Not required	1:10
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	See family resource liaison
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client needs	RN
Psychiatrist	Not required	.05
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Family Resource Liason	Not required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.4.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.1.2.3. Gender Identity;
- 3.4.1.2.4. Aggressive behavior;

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- 3.4.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.4.1.2.6. Fire Setting
- 3.4.1.2.7. Problematic Sexual Behavior

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Community Treatment Residence

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	1:8 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:8	1:8 (shared as Residential Therapists)
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	RN

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Psychiatrist	Availability of prescriber or psychiatry on site	.08 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4
Occupational Therapist	Not Required	.45 FTE
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.5.1.2.3. Gender Identity;
- 3.5.1.2.4. Aggressive behavior;
- 3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.6. Fire Setting
- 3.5.1.2.7. Problematic Sexual Behavior

3.6. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.6.1. Diagnostic Assessment Program

3.6.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation

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Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:3
Clinical Ratio	1:8	1:8 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:8	1:8 (shared as Residential Therapists)
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	Nursing .19 FTE
Psychiatrist	Availability of prescriber or psychiatry on site	.15 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not Allocated
Family Resource Liaison	Not Required	1:8
Occupational Therapist	Not Required	.45 FTE
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.6.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.6.1.2.3. Gender Identity;
- 3.6.1.2.4. Aggressive behavior;
- 3.6.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.6.1.2.6. Fire Setting
- 3.6.1.2.7. Problematic Sexual Behavior

3.7. Reserved

3.8. **Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)**

3.8.1. Community Based Acute Treatment (CBAT)

3.8.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:3
Direct Care 2nd shift	Milieu 1:2	1:3
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:6
Clinical Ratio	1:6	1:6 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:6	1:6 (shared as Residential Therapists)
Transportation	Not Required	Not allocated

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Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly.	RNs
Psychiatrist	Availability of prescriber or psychiatry on site	.16 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.8.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.8.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.8.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.8.1.2.3. Gender Identity;
- 3.8.1.2.4. Aggressive behavior;
- 3.8.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.8.1.2.6. Fire Setting
- 3.8.1.2.7. Problematic Sexual Behavior

3.9. **Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)**

3.9.1. **Intensive Community Based Acute Treatment (ICBAT)**

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3.9.1.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	No Variation
Direct Care 2nd shift	Milieu 1:2	No Variation
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:6
Clinical Ratio	1:6	1:4 (Residential Therapist shared)
Family Worker	1:8	Family Resource Liaison
Family Therapist	1:6	1:4 (Residential Therapist shared)
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10	No variation
Nursing Staff	Available, and shall be onsite regularly	RNs
Psychiatrist	Availability of prescriber or psychiatry on site	.21 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4

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	* Not required indicates that a specific position/personnel was not required or as a ratio	
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3.9.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.9.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.9.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.9.1.2.3. Neurobehavioral needs;
- 3.9.1.2.4. Aggressive behavior;
- 3.9.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.9.1.2.6. Fire Setting
- 3.9.1.2.7. Problematic Sexual Behavior

3.10. Reserved

4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

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Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations



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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

- 6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after).
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidelines.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.

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EXHIBIT B**

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
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EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - Group Home Level 2	
Residential for eligible youth per day	\$373.36
Program - Community Treatment Residence	
Residential for IEP eligible youth per day	\$478.45
Residential Non-IEP eligible youth per day	\$478.45
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day	\$528.54
Residential Non-IEP eligible youth per day	\$528.54
Program - ICBAT	
Residential for IEP eligible youth per day	\$694.32
Residential Non-IEP eligible youth per day	\$694.32
Program - CBAT	
Residential for IEP eligible youth per day	\$571.62
Residential Non-IEP eligible youth per day	\$571.62

- 4.1.2. Medicaid eligible services provided shall not be duplicate billed, therefore, medicaid eligible services included in the rates in the table listed under section 4.1:1 shall not be billed seperately.
- 4.1.3. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
- 4.1.4. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

St. Ann's Home, Inc.

Exhibit C .

Contractor Initials

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$11,215,992.00
 - 4.5.2. SFY 22: \$3,738,664.00
 - 4.5.3. SFY 23: \$3,738,664.00
 - 4.5.4. SFY 24: \$3,738,664.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4:2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO

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Vendor Initials

Date 9/14/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

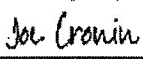
LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/14/2021

Date

DocuSigned by:

 Name: Joe Cronin
 Title: CEO

Contractor Initials 
 Date 9/14/2021

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

9/14/2021

Date

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

Exhibit G

Contractor Initials

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JC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 9/14/2021

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

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Date 9/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials

Date 9/14/2021

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials JC

Date 9/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials JC

Date 9/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

St. Ann's Home, Inc.

The State

Name of the Contractor

Katja Fox

Joe Cronin

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Joe Cronin

Name of Authorized Representative
Director

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

9/28/2021

9/14/2021

Date

Date

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New Hampshire Department of Health and Human Services
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

9/14/2021


Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO

Contractor Initials 
Date 9/14/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073813347

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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JK

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Stetson School, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 13,777,794
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days.

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

- 5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
 - 5.3.1. Reporting shall include point in time census information, including, but not limited to:
 - 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
 - 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
 - 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
 - 5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> ◦ Median length of stay: days from admission to discharge to less restrictive setting ◦ % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days ◦ % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) ◦ % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge ◦ % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES

SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 4.1., by adding Paragraph 4.1.1., to read:

4.1.1. Clothing allowance daily rate of \$3.72 effective July 1, 2023 included in rate.

24. Modify Exhibit C, Payment Terms, Subsection 4.7., to read:

4.7. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.7.1. Sub-total: \$13,777,794.00

4.7.2. SFY 22: \$2,426,778.00

4.7.3. SFY 23: \$2,426,778.00

4.7.4. SFY 24: \$4,462,119.00

4.7.5. SFY 25: \$4,462,119.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023

Date

DocuSigned by:

Katja S. Fox

2A5FEC7D61684F3

Name: Katja S. Fox

Title: Director

Stetson School, Inc.

11/27/2023

Date

DocuSigned by:

MICHAEL MATTHEWS

51418D8DE786478

Name: MICHAEL MATTHEWS

Title: Sr. VP of Business & Finance

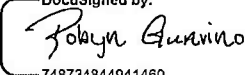
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/28/2023

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STETSON SCHOOL, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on March 04, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 864000

Certificate Number: 0006329035



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority

I, Deborah J. Needleman hereby certify that;

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Stetson School, Inc.

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 15, 2023 at which a quorum of the Directors/shareholders were present and voting.

Kathleen Jordan, President/CEO

VOTED: That Michael Matthews, Sr. VP of Business + Finance (may list more than one person)

(Name and Title of Contract Signatory)

is duly authorized on behalf of Stetson School, Inc. to enter into contracts or agreements with the State

(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repeated and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein

Dated: 11/6/23



Signature of Elected Officer

Name: Deborah J. Needleman

Title: Clerk

Seven Hills Foundation & Affiliates.

Stetson School

MISSION

The mission of Seven Hills Foundation is to promote and encourage the empowerment of people with significant challenges so that each may pursue their highest possible degree of personal well-being and independence.

Seven Hills Foundation currently offers programming at 235 locations throughout Massachusetts, Rhode Island, and New Hampshire and employs more than 4,800 professionals. The Foundation offers a continuum of support and services to over 60,000 children and adults with disabilities and life challenges, and another 17,000 women and children in developing countries through our 15 Affiliate organizations.

SEVEN HILLS FOUNDATION AND AFFILIATES

***COMBINED FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION***

YEAR ENDED JUNE 30, 2022

AND

INDEPENDENT AUDITOR'S REPORT

SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2022

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Seven Hills Foundation and Affiliates

Opinion

We have audited the combined financial statements of Seven Hills Foundation and Affiliates (collectively the Foundation), which comprise the combined statement of financial position as of June 30, 2022, the related combined statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the combined financial statements (collectively, the financial statements).

In our opinion, the accompanying combined financial statements present fairly, in all material respects, the financial position of the Foundation as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern within one year after the date that the combined financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

INDEPENDENT AUDITOR'S REPORT

(Continued)

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Foundation's 2021 combined financial statements, and we expressed an unmodified audit opinion on those audited combined financial statements in our report dated November 10, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited combined financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining and other supplementary information is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The combining and other supplementary information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ballus Lynch, LLP

Worcester, Massachusetts
December 1, 2022

SEVEN HILLS FOUNDATION AND AFFILIATES
 COMBINED STATEMENT OF FINANCIAL POSITION
 JUNE 30, 2022
 (With Summarized Financial Information for 2021)

	Without Donor	With Donor	Totals	
	Restrictions	Restrictions	2022	2021
Assets				
Current assets				
Cash	\$ 25,150,311	\$ 657,466	\$ 25,807,777	\$ 29,283,170
Deposits with trustees	5,165,039	-	5,165,039	2,920,782
Accounts receivable, less allowance for doubtful accounts of \$1,036,946 and \$761,691 in 2022 and 2021, respectively	36,380,220	-	36,380,220	34,695,765
Contributions receivable, net	-	51,700	51,700	73,500
Prepaid expenses and other assets	2,089,998	-	2,089,998	1,562,470
Total current assets	68,785,568	709,166	69,494,734	68,535,687
Contributions receivable, net	-	-	-	5,176
Investments	44,047,276	8,201,512	52,248,788	59,109,970
Investment in unconsolidated affiliates	1,905,644	-	1,905,644	1,997,047
Deposits with trustees	7,469,974	-	7,469,974	5,571,504
Deposits and other assets	441,426	160,038	601,464	615,788
Hedging instrument asset	52,945	-	52,945	-
Property and equipment, net	122,308,846	-	122,308,846	119,923,313
Cash value of life insurance	5,059,794	-	5,059,794	5,739,674
Beneficial interest in assets held by community foundation	1,191,510	11,000	1,202,510	1,407,870
	<u>\$ 251,262,983</u>	<u>\$ 9,081,716</u>	<u>\$ 260,344,699</u>	<u>\$ 262,906,029</u>
Liabilities and Net Assets				
Current liabilities				
Note payable, bank	\$ 5,853,043	\$ -	\$ 5,853,043	\$ 6,956,704
Current maturities of long-term debt	4,439,905	-	4,439,905	4,527,739
Current maturities of capital lease obligations	115,220	-	115,220	115,220
Accounts payable	12,921,488	-	12,921,488	12,782,077
Accrued and other liabilities	22,588,490	-	22,588,490	20,995,982
Deferred revenue	2,458,714	-	2,458,714	2,979,862
Total current liabilities	48,376,860	-	48,376,860	48,357,584
Advances from the State of Rhode Island	-	-	-	909,130
Note payable, other	-	-	-	10,000,000
Long-term debt, less current maturities	93,753,780	-	93,753,780	86,702,664
Long-term capital lease obligation, less current maturities	317,874	-	317,874	421,217
Hedging instrument liability	-	-	-	347,757
Deferred compensation liability	9,242,929	-	9,242,929	8,540,475
	<u>151,691,443</u>	<u>-</u>	<u>151,691,443</u>	<u>155,278,827</u>
Net assets				
Without donor restrictions				
Undesignated	72,617,298	-	72,617,298	64,362,288
Designated for endowment	26,954,242	-	26,954,242	32,645,853
With donor restrictions	-	9,081,716	9,081,716	10,619,061
	<u>99,571,540</u>	<u>9,081,716</u>	<u>108,653,256</u>	<u>107,627,202</u>
	<u>\$ 251,262,983</u>	<u>\$ 9,081,716</u>	<u>\$ 260,344,699</u>	<u>\$ 262,906,029</u>

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2022

(With Summarized Financial Information for 2021)

	Without Donor Restrictions	With Donor Restrictions	Totals	
			2022	2021
Operating support and revenue:				
Government contracts and fees	\$ 342,392,032	\$ -	\$ 342,392,032	\$ 282,243,449
Government grant income	12,244,102	-	12,244,102	-
H.U.D. rental subsidy	423,249	-	423,249	499,693
Private contracts and fees	5,503,190	-	5,503,190	2,849,073
Trainee production	169,135	-	169,135	11,003
Rent, vending, service fees	6,387,872	-	6,387,872	6,161,411
Interest income	40,597	-	40,597	271,109
Net investment return (loss) for operations	(883,162)	-	(883,162)	3,170,227
Contributions	2,416,071	50,000	2,466,071	1,204,813
Grants	2,580,890	-	2,580,890	3,194,330
Cafeteria	107,665	-	107,665	39,149
Gain on sale of property and equipment	47,400	-	47,400	143,085
Other	3,069,656	-	3,069,656	2,908,979
Total support and revenue	374,498,697	50,000	374,548,697	302,696,321
Operating expenses:				
Program services				
Residential services	97,468,840	-	97,468,840	85,113,197
Family support	28,541,244	-	28,541,244	26,457,604
Vocational services	8,620,340	-	8,620,340	7,592,132
Nursing home services	20,419,468	-	20,419,468	17,513,792
Community services - Massachusetts	4,041,370	-	4,041,370	4,048,326
Community services - Rhode Island	24,993,216	-	24,993,216	22,693,156
Rental property operations	567,718	-	567,718	523,368
Children services	114,116,435	-	114,116,435	73,399,700
School services	16,948,754	-	16,948,754	14,006,315
Clinical services	26,820,065	-	26,820,065	23,596,897
Global outreach	210,127	-	210,127	218,586
Open door arts	515,636	-	515,636	421,547
Total program services	343,263,213	-	343,263,213	275,584,620
Supporting services				
Management and general	22,911,855	-	22,911,855	19,988,623
Fundraising	132,736	-	132,736	95,905
Total expenses	366,307,804	-	366,307,804	295,669,148
Change in net assets from operations	8,190,893	50,000	8,240,893	7,027,173
Non-operating revenue:				
Contributions restricted for capital purposes	-	47,535	47,535	83,917
Investment return (loss), net of amounts considered for operations	(5,691,611)	(1,582,905)	(7,274,516)	9,054,313
Unrealized gain on hedging instrument	400,702	-	400,702	200,973
Loss on extinguishment of debt	(388,560)	-	(388,560)	-
Net assets released from restrictions:				
Satisfaction of purpose restrictions	51,975	(51,975)	-	-
Change in net assets	2,563,399	(1,537,345)	1,026,054	16,366,376
Net assets, beginning of year	97,008,141	10,619,061	107,627,202	91,260,826
Net assets, end of year	\$ 99,571,540	\$ 9,081,716	\$ 108,653,256	\$ 107,627,202

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 YEAR ENDED JUNE 30, 2022
 (With Summarized Financial Information for 2021)

	Program Services							
	Residential Services	Family Support	Vocational Services	Nursing Home	Community Services - MA	Community Services - RI	Rental Property Operations	Children Services
Staff payroll	\$ 67,290,246	\$ 10,157,611	\$ 4,565,747	\$ 13,317,414	\$ 2,341,925	\$ 14,156,736	\$ -	\$ 4,639,894
Trainee payroll	-	-	136,111	-	-	-	-	-
Payroll taxes	5,386,176	815,011	366,776	1,066,003	184,100	1,073,790	-	367,483
Employee benefits	6,516,529	884,112	563,294	1,310,134	334,087	2,776,543	-	507,296
Occupancy	4,416,428	460,407	882,589	1,020,371	327,860	869,762	219,634	529,032
Telephone, cable, internet	807,459	86,899	132,413	17,730	55,170	162,332	13,375	65,725
General insurance	300,354	96,011	85,861	142,422	99,538	119,232	19,371	74,121
Office and operating supplies	508,435	86,448	104,018	1,459,564	158,672	346,238	19,124	82,049
Supplies and testing	7,943	386	2,805	289,368	312	23,842	468	1,331
Dues and subscriptions	19,433	17,755	11,022	98	329	43,521	520	1,125
Printing and postage	4,786	33,905	4,979	6	3,754	8,699	781	15,573
Advertising	-	173,694	10,136	11,550	-	415	211	-
Legal and audit	-	336	-	-	-	45,303	-	-
Client transportation	1,984,694	205,607	635,770	30,638	96,911	321,634	-	39,868
Specialized home care	155,064	11,584,031	154,843	184,564	221,975	1,295,385	-	1,024,662
Clinical consultants	3,149,934	1,648,900	-	467,474	-	112,369	-	-
Purchased services	-	-	-	323,753	-	2,914,098	830	-
Family support	339,879	1,671,821	390	-	58,501	50,079	-	106,285,732
Staff training	9,749	52,941	1,006	2,724	2,885	12,453	4	4,724
Event expenses	-	-	-	-	-	-	-	-
Cafeteria and food	2,345,289	1,829	120,151	310,314	857	9,891	-	150,752
Interest	2,059,344	121,676	336,506	179,905	27,102	43,393	128,420	99,930
Taxes	-	-	-	-	-	-	-	-
Bad debt expense	7,984	-	-	-	2,496	225,000	-	-
Fees	257,904	39,606	27,942	5,539	11,632	136,141	4,321	20,981
Other	72,905	162,163	8,025	1,635	18,468	29,116	2,438	6,489
Total before depreciation	95,640,535	28,301,149	8,150,384	20,141,206	3,946,574	24,775,972	409,497	113,916,767
Depreciation	1,828,305	240,095	469,956	278,262	94,796	217,244	158,221	199,668
	<u>\$ 97,468,840</u>	<u>\$ 28,541,244</u>	<u>\$ 8,620,340</u>	<u>\$ 20,419,468</u>	<u>\$ 4,041,370</u>	<u>\$ 24,993,216</u>	<u>\$ 567,718</u>	<u>\$ 114,116,435</u>

School Services	Program Services				Management and General	Fundraising	Totals	
	Clinical Services	Global Outreach	Open Door Arts	Total			2022	2021
\$ 9,211,936	\$ 17,112,833	\$ -	\$ 392,152	\$ 143,186,494	\$ 7,214,909	\$ -	\$ 150,401,403	\$ 131,186,144
-	-	-	-	136,111	-	-	136,111	25,353
732,242	1,347,873	-	32,672	11,372,126	536,531	-	11,908,657	10,823,631
1,080,708	2,026,408	-	11,348	16,010,459	2,553,614	-	18,564,073	18,879,262
1,203,893	1,999,201	711	47,211	11,977,099	1,302,961	150	13,280,210	11,915,390
55,985	258,521	-	2,596	1,658,205	291,351	-	1,949,556	2,193,033
435,890	491,617	3,956	-	1,868,373	258,966	-	2,127,339	1,935,319
210,530	254,103	7,776	5,561	3,242,518	341,441	-	3,583,959	3,494,581
8,578	557	-	-	335,590	1,058,512	-	1,394,102	3,419,650
31,495	24,977	-	1,581	151,856	400,949	-	552,805	457,142
5,042	26,632	529	241	104,927	127,298	-	232,225	211,515
415	24,871	-	-	221,292	265,708	-	487,000	478,918
-	-	-	-	45,639	386,187	-	431,826	372,643
192,985	297,137	8,511	699	3,814,454	584,387	-	4,398,841	3,643,116
149,085	963,057	868	20,830	15,754,364	1,466,389	-	17,220,753	15,611,911
2,123,950	930,863	-	-	8,433,490	58,543	-	8,492,033	4,322,397
10,032	-	-	-	3,248,713	-	-	3,248,713	2,319,790
24,173	-	-	-	108,430,575	69	-	108,430,644	68,125,253
19,493	41,561	-	30	147,570	939,068	-	1,086,638	781,802
-	-	-	-	-	-	132,586	132,586	96,404
505,856	250,012	-	160	3,695,111	471	-	3,695,582	3,335,477
357,462	81,909	-	-	3,435,647	869,262	-	4,304,909	3,783,413
-	6,988	-	-	6,988	1,538,072	-	1,545,060	20,970
10,000	160,855	-	-	406,335	10,000	-	416,335	257,812
40,161	106,398	-	185	650,810	931,189	-	1,581,999	1,413,730
63,540	111,844	187,776	370	664,769	681,460	-	1,346,229	1,158,383
16,473,451	26,518,217	210,127	515,636	338,999,515	21,817,337	132,736	360,949,588	290,263,039
475,303	301,848	-	-	4,263,698	1,094,518	-	5,358,216	5,406,109
<u>\$ 16,948,754</u>	<u>\$ 26,820,065</u>	<u>\$ 210,127</u>	<u>\$ 515,636</u>	<u>\$ 343,263,213</u>	<u>\$ 22,911,855</u>	<u>\$ 132,736</u>	<u>\$ 366,307,804</u>	<u>\$ 295,669,148</u>

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF CASH FLOWS

YEAR ENDED JUNE 30, 2022

(With Summarized Financial Information for 2021)

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Change in net assets	\$ 1,026,054	\$ 16,366,376
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debt expense	416,335	257,812
Depreciation and amortization	5,364,066	5,411,959
Amortization of debt issuance costs	199,197	202,477
Amortization of bond premium	(352,083)	(215,651)
Equity in (earnings) loss of unconsolidated affiliates	(29,531)	167,047
Change in discount and allowance on contributions receivable	(24,724)	(105,000)
Unrealized gain on hedging instrument	(400,702)	(200,973)
Net investment (gains) losses	10,161,806	(11,094,425)
Gain on sale of property and equipment	(47,400)	(143,085)
Change in beneficial interest in assets held by community foundation	205,360	(346,576)
Contributions restricted for purchases of property and equipment	(47,535)	(83,917)
Non-cash contributions	-	(121,580)
Deferred compensation expense	702,454	920,776
Gain on extinguishment of note payable, other	(10,000,000)	-
Loss on extinguishment of long-term debt	388,560	-
Decrease (increase) in operating assets:		
Accounts receivable	(2,100,790)	(3,969,015)
Contributions receivable	(8,576)	57,000
Prepaid expenses and other assets	(527,528)	(166,899)
Increase in operating liabilities:		
Accounts payable	139,411	5,277,440
Accrued and other liabilities	1,592,508	7,288,086
Deferred revenue	(521,148)	1,537,070
	<u>5,109,680</u>	<u>4,672,546</u>
Net cash provided by operating activities	<u>6,135,734</u>	<u>21,038,922</u>
Cash flows from investing activities:		
Payments for purchases of investments	(23,687,449)	(23,325,958)
Proceeds from sale and maturities of investments	20,386,825	20,105,269
Net proceeds from in unconsolidated affiliates	120,934	104,780
Decrease in deposits and other assets	8,474	26,784
Expenditures for property and equipment	(7,744,628)	(3,084,601)
Proceeds from sale of property and equipment	48,279	3,517,333
(Increase) decrease in cash value of life insurance	679,880	(1,380,355)
	<u>(10,187,685)</u>	<u>(4,036,748)</u>
Net cash used in investing activities		
Cash flows from financing activities:		
Net repayments on advances from the State of Rhode Island	(909,130)	(43,405)
Net proceeds (payments) from note payable, bank	(1,103,661)	1,689,454
Principal payments on capital lease obligations	(103,343)	(1,140)
Proceeds from issuance of long-term debt	46,174,119	-
Principal payments of long-term debt	(39,005,202)	(9,291,536)
Expenditures for loan acquisition costs	(441,309)	-
Proceeds from note payable, other	-	10,000,000
Contributions received for capital purchases	107,811	208,917
	<u>4,719,285</u>	<u>2,562,290</u>
Net cash provided by financing activities		
Net increase in cash, cash equivalents, and restricted cash	667,334	19,564,464
Cash, cash equivalents, and restricted cash beginning of year	<u>36,302,906</u>	<u>16,738,442</u>
Cash, cash equivalents, and restricted cash end of year	<u>\$ 36,970,240</u>	<u>\$ 36,302,906</u>

See accompanying independent auditor's report and notes to combined financial statements.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS

1 - DESCRIPTION OF ORGANIZATION

Seven Hills Foundation and Affiliates has contracts with the Commonwealth of Massachusetts and the State of Rhode Island to provide an array of health services and clinical support to children and adults challenged by emotional, behavioral, cognitive, physical or developmental disabilities.

The combined financial statements include the accounts of Seven Hills Foundation and the following affiliates which are under common control: Seven Hills Holding Corp, Inc.; Seven Hills Family Services, Inc.; Seven Hills Aspire, Inc.; Seven Hills Community Services, Inc.; Seven Hills Clinical Associates, Inc.; Seaside Education Associates, Inc.; Seven Hills Disability Resources & Advocacy, Inc.; Children's Aid & Family Service, Inc.; Seven Hills Pediatric Center, Inc.; Seven Hills Behavioral Health, Inc.; Seven Hills Global Outreach, Inc.; Seven Hills Rhode Island, Inc.; Seven Hills Neurocare, Inc.; Individual & Family Support Centers, Inc.; Stetson School, Inc.; Stetson Home; WAARC Realty; Seven Hills New Jersey, Inc.; Open Door Arts; Children's Friend, Inc.; Family Service Organization of Worcester, Inc.; and Youth Opportunities Upheld, Inc. (hereinafter collectively referred to as the "Foundation"). All material intercompany balances and transactions have been eliminated in combination.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Foundation prepares its combined financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Foundation are described subsequently to enhance the usefulness and understandability of the combined financial statements.

Summarized comparative information

The combined financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Basis of accounting

The combined financial statements have been prepared on the accrual method of accounting. Accordingly, assets are recorded when the Foundation obtains the rights of ownership or is entitled to claims for receipt, and liabilities are recorded when the obligation is incurred.

Accounting estimates

The preparation of the combined financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the combined financial statements. On an ongoing basis, the Foundation's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Foundation's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets

The combined financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net assets without donor restrictions - Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the Foundation, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. In addition, the governing board of the Foundation may elect to designate such resources for specific purposes. This designation may be removed at the board's discretion.

Net assets with donor restrictions - Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the Foundation must continue to use the resources in accordance with the donor's instructions.

The Foundation's unspent contributions are included in this class if the donor limited their use, as are its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the combined financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Foundation, unless the donor provides more specific directions about the period of its use.

Classification of transactions

All revenues and net gains are reported as increases in net assets without donor restrictions in the combined statement of activities unless the donor specified the use of the related resources for a particular purpose or in a future period. All expenses and net losses other than losses on endowment investments are reported as decreases in net assets without donor restrictions. Net gains on endowment investments increase net assets with donor restrictions, and net losses on endowment investments reduce that net asset class.

Cash

The Foundation maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Foundation has not experienced any losses in such accounts. The Foundation believes it is not exposed to any significant credit risk on cash and cash equivalents.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts receivable

Accounts receivable are primarily unsecured non-interest-bearing amounts due from agencies and grantors on cost reimbursement or performance contracts. The reserve for uncollectible accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received.

Contributions receivable

Contributions receivable are unconditional promises to give that are recognized as contributions when the promise is received. Contributions receivable that are expected to be collected in less than one year are reported at net realizable value. Contributions receivable that are expected to be collected in more than one year are recorded at fair value at the date of promise. That fair value is computed using a present value technique applied to anticipated cash flows. Amortization of the resulting discount is recognized as additional contribution revenue. The allowance for uncollectible contributions receivable is determined based on management's evaluation of the collectability of individual promises. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed.

Investments

Investments are reported at fair value. Alternative investments which do not have readily determinable fair values are carried at estimated fair values using the net asset value per share of the investment as reported by the investment managers. The Foundation reviews and evaluates the net asset values reported by the investment managers and has determined that the net asset values are calculated in a manner consistent with the measurement principles of FASB ASC Topic 946 as of the statement of financial position date. Those estimated fair values may differ significantly from the values that would have been used had a ready market for these securities existed.

The net investment return is reported in the statement of activities as increases or decreases in net assets without donor restriction unless its use is restricted by explicit donor stipulations or by law.

Endowment funds

The Foundation's endowment consists of both individual donor restricted funds and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed or legal restrictions. Endowment funds include invested gifts and cash.

As required by generally accepted accounting principles, the Foundation classifies as donor restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified as non-expendable net assets is classified as expendable net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by state law.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Endowment funds (continued)

In accordance with the Uniform Prudent Management of Institutional Funds Act, the Foundation may consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the Foundation and the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources of the Foundation; and the investment policies of the Foundation.

The Foundation has adopted investment and spending policies for its board-designated and other endowment assets that attempt to provide a predictable stream of funding for its programs while seeking to maintain the purchasing power of the endowment assets. Under this policy, as approved by the Board, the endowment assets are invested in such a manner that the investments will provide a spendable return consistent with a long-term goal of preserving the funds in real terms. Actual returns in any given year may vary from this amount.

The Stetson Home affiliate has a spending policy of appropriating for distribution each year 7% of its beginning of the year restricted balances. Amounts appropriated for expenditure were \$295,410 and \$248,489 in 2022 and 2021, respectively.

The Children's Friend, Inc. affiliate has a spending policy of appropriating for distribution each year 5% of the endowment fund's twelve quarter moving average of market value, calculated quarterly. There were no withdrawals for appropriation in 2022 and 2021.

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest, dividends and net rental income). The Foundation has invested in debt and equity securities that target a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor imposed restrictions require the Foundation to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2022 and June 30, 2021.

Investment in unconsolidated affiliates

The Foundation has varying levels of investments in Group 7 Design, Inc., Empirical Asset Management, LLC, Wellesley/Front, LLC, Honeydrop, Inc., SCIREH Three, LLC, Harding Green, LLC Mercantile Ventures, LLC, and Franklin Realty Advisors, LLC which are accounted for by the equity method.

Property and equipment

Property and equipment are reported in the combined statement of financial position at cost, if purchased, and at fair value at the date of donation, if donated. All land and buildings are capitalized. Equipment is capitalized if it has a cost of \$5,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment of long-lived assets and long-lived assets to be disposed of

Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. No impairment losses were recognized in the financial statements in the current period.

Unamortized debt issuance costs

Debt issuance costs, which represent fees and other costs associated with obtaining long-term financing, are being amortized on a straight-line basis, which approximates the level yield method, over the terms of the related debt obligations. Debt issuance costs will be amortized at a monthly rate ranging from \$14,367 to \$1,383 through September, 2051. Long-term debt is presented net of unamortized debt issuance costs on the statement of financial position.

Hedging instrument

Hedging instruments, including interest rate swap agreements, are recorded on the statement of financial position as either assets or liabilities measured at their fair value. All changes in the fair value of hedging instruments are recognized currently in the combined statement of activities.

Rent, vending, service fees

Rental income represents amounts received from residents of residential homes. Vending income represents amounts received under the vocational services program. Service fees represents amounts received under the respite care, and various day programs.

Contributions, gifts and grants

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as restricted until the payment is due, unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-kind contributions

The Foundation receives contributions in a form other than cash or investments. If material, donated supplies and other items are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed. If the Foundation receives a contribution of land, buildings, or equipment, the contributed asset is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Foundation's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Gifts-in-kind contributions (continued)

Four residential programs and the one day program operated by Seven Hills Rhode Island are located in buildings owned by the State of Rhode Island and are provided to Seven Hills Rhode Island at no cost. The estimated value of this space (\$386,400 for the period ended June 30, 2022 and 2021) has been recorded in the combined statement of activities as both a revenue and expense item.

The Foundation received one office condominium contribution during 2021. The fair value at the time of the contribution has been recorded in the combined statement of activities as contributions and in the statement of financial position as property and equipment.

The Foundation benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Foundation's program operations and in its fund-raising events. However, none of the contributed services met the criteria for recognition in financial statements.

Contract and grant revenue

Contract and grant revenue is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Contract and grant revenue from federal and state agencies is subject to independent audit under the Office of Management and Budget's audit requirements for federal awards or state audit requirements for state awards and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Foundation's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Foundation.

Expense recognition and allocation

The cost of providing the Foundation's programs and other activities is summarized on a functional basis in the combined statement of activities and combined statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited using a reasonable allocation method that is consistently applied, as follows:

- Salaries and wages, benefits, and payroll taxes are allocated based on activity reports prepared by key personnel.
- Occupancy, depreciation, and amortization, and interest are allocated on a square foot basis dependent on the programs and supporting activities occupying the space.
- Telephone and internet services, insurance, and supplies and miscellaneous expenses that cannot be directly identified are allocated on the same basis as occupancy for each program and supporting activity.

Management periodically evaluates the basis on which costs are allocated.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Foundation.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense recognition and allocation (continued)

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. The Foundation generally does not conduct its fundraising activities in conjunction with its other activities. In the few cases in which it does, joint costs have been allocated between fundraising and general and administrative expenses in accordance with standards for accounting for costs of activities that include fundraising. Additionally, advertising costs are expensed as incurred. Advertising expense was \$487,000 and \$478,918 in 2022 and 2021, respectively.

Tax-exempt status

The Foundation is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (IRC), though it would be subject to tax on income unrelated to its exempt purposes (unless that income is otherwise excluded by the IRC). Contributions to the Foundation are tax deductible to donors under Section 170 of the IRC. The Foundation is not classified as a private foundation.

Management annually reviews for uncertain tax positions along with any related interest and penalties and believes that the Foundation has no uncertain tax positions that would have a material adverse effect, individually or in the aggregate upon the Foundation's statement of financial position, or related statement of activities or cash flows.

The Foundation files income tax returns in the U.S. federal jurisdiction. The Foundation is no longer subject to U.S. federal income tax examinations by tax authorities for years before 2019.

The State of Rhode Island imposes a Health Care Provider Tax at a rate of 6% of Medicaid revenues. This tax is included in other expense on the combined statement of functional expenses. The amounts paid by the Foundation for this tax are reimbursed by Medicaid funds.

Measure of operations

In its statement of activities, the Foundation includes in its definition of *operations* all revenues and expenses that are an integral part of its programs and supporting activities. The Foundation's investment return from endowment contributions received for capital purpose, contributions associated with mergers, and the changes in the fair values of interest rate swap agreements are recognized as non-operating activities.

Recent accounting pronouncement

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases. The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of operations.

The new standard is effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available.

The Foundation expects that upon adoption, it will recognize ROU assets and lease liabilities and that the amounts will be material.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

3 - RISKS AND UNCERTAINTIES

The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad impact on commerce and financial markets around the world. The United States and global markets experienced significant volatility in value resulting from uncertainty caused by the pandemic. The Foundation is closely monitoring its liquidity and is actively working to minimize the impact of this situation. The extent of the impact of COVID-19 on the Foundation's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the Foundation's clients, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact the Foundation's financial position, changes in net assets and cash flows is uncertain and the accompanying combined financial statements include no adjustments relating to the effects of this pandemic.

Additionally, it is reasonably possible that estimates made in the financial statements may be materially and adversely impacted in the near term as a result of these conditions, including the allowances for uncollectible accounts and contributions receivable, and the valuation of investments and beneficial interests in trusts. See footnote 25 for additional risks regarding the Foundation's investments.

4 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2022 and 2021 are:

	<u>2022</u>	<u>2021</u>
Financial assets		
Cash	\$ 25,807,777	\$ 29,283,170
Deposits with trustees	12,635,013	8,492,286
Accounts receivable, net	36,380,220	34,695,765
Contributions receivable, net	51,700	78,676
Investments	52,248,788	59,109,970
Beneficial interest in assets held by community foundation	<u>1,202,510</u>	<u>1,407,870</u>
Total financial assets	128,326,008	133,067,737
Less: Financial assets held to meet donor-imposed restrictions		
Purpose-restricted net assets	450,791	378,255
Donor-restricted endowment funds, net of approximately \$235,000 and \$295,000 appropriated for expenditures in 2023 and 2022, respectively.	8,344,225	9,867,130
Contributions receivable	51,700	78,676
Less: Financial assets not available within one year		
Deposits with trustees	12,635,013	8,492,286
Board-designated endowment fund	<u>26,954,242</u>	<u>32,645,853</u>
Amount available for general expenditures within one year	<u>\$ 79,890,037</u>	<u>\$ 81,605,537</u>

The above table reflects the board-designated funds as unavailable because it is the Foundation's intention to retain those resources for the long-term support of the Foundation. Note 12 provides more information about those funds and about the spending policy for board-designated funds.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

4 - LIQUIDITY AND AVAILABILITY (Continued)

The Foundation regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Further, the Foundation anticipates collecting sufficient revenue to cover general expenditures. Refer to the statement of cash flows, which identifies the sources and uses of the Foundation's cash and shows positive cash flows from operations for 2022 and 2021. As part of its liquidity management plan, the Foundation maintains a line of credit of \$10,000,000 to cover short-term cash needs. The available balance to draw on this line of credit was \$4,146,957 and \$3,043,296 as of June 30, 2022 and 2021, respectively.

5 - DEPOSITS WITH TRUSTEES

Deposits with trustees are held in various escrow accounts and are available for the following purposes:

	<u>2022</u>	<u>2021</u>
Current		
Future debt service	\$ 5,165,039	\$ 2,920,782
Long-term		
Future debt service	<u>7,469,974</u>	<u>5,571,504</u>
	<u>\$ 12,635,013</u>	<u>\$ 8,492,286</u>

Deposits with trustees are carried at fair value, which approximates cost, and are composed of the following:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 11,162,463	\$ 7,019,736
U.S. Government bonds	<u>1,472,550</u>	<u>1,472,550</u>
	<u>\$ 12,635,013</u>	<u>\$ 8,492,286</u>

6 - CONTRIBUTIONS RECEIVABLE

Payments of contributions receivable are expected to be received as follows:

	<u>2022</u>	<u>2021</u>
Receivable in less than one year	\$ 51,700	\$ 86,000
Receivable in one to five years	<u>-</u>	<u>17,400</u>
Total contributions receivable	51,700	103,400
Less: Unamortized discount	-	(12,224)
Allowance for contributions receivable	<u>-</u>	<u>(12,500)</u>
	<u>\$ 51,700</u>	<u>\$ 78,676</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

7 - INVESTMENTS

Investments are included in the following classes of net assets:

	<u>2022</u>	<u>2021</u>
With donor restrictions		
Donor restricted endowment funds	\$ 8,579,225	\$ 10,162,130
Without donor restrictions		
Board-designated endowment funds	26,954,242	32,645,853
Undesignated	<u>16,715,321</u>	<u>16,301,987</u>
	<u>\$ 52,248,788</u>	<u>\$ 59,109,970</u>

Investments are composed of the following:

	<u>2022</u>		<u>2021</u>	
	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Carrying Value</u>	<u>Fair Value</u>
U.S. government bonds	\$ 3,454,910	\$ 1,174,379	\$ 2,671,576	\$ 2,696,473
Corporate bonds	2,338,787	3,925,927	2,592,520	2,610,324
Municipal bonds	569,249	540,061	558,265	660,787
Mutual funds	31,787,124	33,611,203	29,852,524	40,297,247
Real estate investment trusts			16,391	17,460
Common stock	6,714,637	6,421,581	3,184,546	4,275,957
Cash and money market accounts	1,235,607	1,235,607	2,128,428	2,128,428
Exchange traded funds	3,646,784	4,059,333	4,515,038	5,745,455
Partnership - Hedge funds	<u>1,280,697</u>	<u>1,280,697</u>	<u>677,966</u>	<u>677,839</u>
	<u>\$ 51,027,795</u>	<u>\$ 52,248,788</u>	<u>\$ 46,197,254</u>	<u>\$ 59,109,970</u>

Net investment return (loss) is composed of the following:

	<u>2022</u>	<u>2021</u>
Interest and dividend income	\$ 2,134,889	\$ 1,248,386
Net investment gains (losses)	(10,161,806)	11,094,425
Investment fees	<u>(130,761)</u>	<u>(118,271)</u>
	(8,157,678)	12,224,540
Less: Amounts appropriated for operations	<u>2,162,064</u>	<u>3,170,227</u>
Investment return, net of amount appropriated for operations	<u>\$(10,319,742)</u>	<u>\$ 9,054,313</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

8 - ENDOWMENT ASSETS

Endowment assets include donor restricted and Board-designated funds. Changes in endowment assets for the year ended June 30, 2022 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Beginning of year	\$ 32,645,853	\$ 10,162,130	\$ 42,807,983
Investment return:			
Interest and dividends, net of fees	965,589	249,555	1,215,144
Net investment gains	<u>(4,790,546)</u>	<u>(1,537,050)</u>	<u>(6,327,596)</u>
Total investment return	(3,824,957)	(1,287,495)	(5,112,452)
Appropriation for expenditure	<u>(1,866,654)</u>	<u>(295,410)</u>	<u>(2,162,064)</u>
End of year	<u>\$ 26,954,242</u>	<u>\$ 8,579,225</u>	<u>\$ 35,533,467</u>

9 - BENEFICIAL INTEREST IN ASSETS HELD BY COMMUNITY FOUNDATION

The Foundation established two funds with the Greater Worcester Community Foundation (GWCF). These funds encourage donations from individuals, organizations, estates and trusts in addition to contributions by the Foundation. GWCF acts as custodian of the funds, and funds can only be expended by the Foundation if approved by both the Foundation's Board of Directors and GWCF's Board of Directors.

The Foundation does not have control over, or legal ownership of, these funds. However, an asset representing the fair value of these funds has been recorded in without donor restricted assets as the Foundation has the irrevocable right to its share of annual income earned on these assets.

As of June 30, 2022 and 2021, the estimated fair value of the funds held by GWCF on behalf of the Foundation was \$1,202,510 and \$1,407,870, respectively. Changes in the estimated value of the funds are included in the statement of activities.

10 - PROPERTY AND EQUIPMENT

Property and equipment, together with estimated useful lives, consists of the following:

	<u>Estimated Useful Lives</u>	<u>2022</u>	<u>2021</u>
Land	-	\$ 19,735,574	\$ 19,067,228
Buildings and improvements	20 - 40 years	156,393,600	153,445,342
Furniture and equipment	3 - 20 years	19,149,630	18,015,410
Motor vehicles	5 years	2,173,323	2,199,052
Construction in progress	-	<u>5,431,974</u>	<u>2,438,172</u>
		202,884,101	195,165,204
Less: Accumulated depreciation and amortization		<u>80,575,255</u>	<u>75,241,891</u>
		<u>\$ 122,308,846</u>	<u>\$ 119,923,313</u>

Depreciation expense was \$5,358,216 and \$5,406,109 in 2022 and 2021, respectively.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

11 - ADVANCES FROM THE STATE OF RHODE ISLAND

Seven Hills Rhode Island had an agreement with the State of Rhode Island to operate certain residential facilities and day programs. Under this agreement, the State of Rhode Island advanced Seven Hills Rhode Island an amount equivalent to forty-five days funding per client at the agreed-upon per diem rate to provide cash flow for the programs. This advance had been classified as long-term debt as these funds were to be repaid to the State of Rhode Island at the termination of the agreement. However, it was anticipated that the programs will continue to operate and the State of Rhode Island will continue to provide these funds. The agreement was not renewed and the liability was paid back to the State of Rhode Island. The residential facilities and day program continue under a new agreement.

12 - NOTE PAYABLE, BANK

The Foundation has a \$15,000,000 revolving credit facility with a bank secured by substantially all assets of the Foundation. Interest is charged at the SOFR lending rate (4.75% as of June 30, 2022). The line of credit is available through March, 2023, at which time the terms and conditions of the line of credit will be reviewed. The balance outstanding on this line of credit was \$5,853,043 and \$6,954,704 as of June 30, 2022 and 2021, respectively.

13 - LONG-TERM DEBT

Long-term debt consists of the following:

	2022	2021
Bond notes payable, secured by real estate and cash flows from provider contracts:		
Due in annual installments of principal through September 2039. Interest is due monthly at a weekly rate of interest determined by the remarketing agent for each rate period to be the lowest rate on the basis of prevailing financial market conditions during the life of the obligation. A letter of credit securing this note expired May 2022. This note was paid in full in 2022.	\$ -	\$ 7,039,923
Due in annual installments of principal through September 2039. Interest is due monthly at a weekly rate of interest determined by the remarketing agent for each rate period to be the lowest rate on the basis of prevailing financial market conditions during the life of the obligation. A letter of credit securing this note expired May 2022. This note was paid in full in 2022.	-	3,229,962
Due in varying annual installments of principal with lump sum due December 2041. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% (1.105% as of June 30, 2022) during the life of the obligation.	5,069,534	5,294,123
Due in varying monthly payments of \$42,694, plus interest at variable rates through November 2024. Principal payments increase by approximately 5.50% annually through November 2024.	2,151,484	2,965,336
Due in annual installments of principal through May 2042. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% during the life of the obligation. This note was paid in full in 2022.	-	824,635

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

13 - LONG-TERM DEBT (Continued)

	2022	2021
Due in annual installments of principal through June, 2043. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% during the life of the obligation. This note was paid in full in 2022.	\$ -	\$ 928,664
Due in varying annual installments of principal through September, 2045. Interest is due semi-annually at rates increasing from 3.039% to 5.00% during the life of the obligation.	41,015,000	42,110,000
Due in varying annual installments of principal through September, 2045. Interest is due semi-annually at rates increasing from 3.039% to 5.00% during the life of the obligation.	2,647,157	3,532,157
Due in annual installments of principal through October, 2047. Interest is due monthly at a fixed rate of 3.24% through October 2022. Interest rate will be adjusted December 2022 and every five years to a commensurate rate. This note was paid in full in 2022.		18,124,297
Due in varying annual installments of principal through September, 2051. Interest is due semi-annually at rates increasing from 3.00% to 5.00% during the life of the obligation.	30,220,000	
Borrowings under construction credit facility. Due in monthly installments of \$6,642 including interest at 9.00% through August 2032.	529,697	560,221
Non-interest bearing contingent loans from various sources to assist in development of housing projects, generally not required to be repaid unless the project fails to comply with the conditions of the loan. It is the intention of the Board of Directors and management to maintain the property as required. Loans are due at varying maturities through June 2037.	2,254,093	2,254,093
Notes payable:		
Note payable, bank, due in monthly installments of \$35,035, including interest at 3.60% through May, 2034, secured by mortgage of certain buildings. In August 2020, the Foundation sold a certain building. Proceeds were used to pay off certain long-term debt in the amount of \$4,537,511. This note was paid in full in 2022.		1,051,489
Note payable, bank, due in monthly installments of \$4,284 including interest at 4.55%, through June, 2034, secured by certain buildings. This note was paid in full in 2022.		501,809
Note payable, bank, secured by mortgage of certain buildings, due in monthly installments of principal commencing July, 2020 of \$17,715 through June, 2023, at which time the loan is due in full. Interest is LIBOR plus 2.00%. This note was paid in full in 2022.		3,821,420
Note payable, bank, due in monthly installments of \$4,284 including interest at 4.55%, through June, 2034, secured by certain buildings. This note was paid in full in 2022.		501,809
Note payable, bank, secured by mortgage of certain buildings, due in monthly installments of principal commencing July, 2020 of \$17,715 through June, 2023, at which time the loan is due in full. Interest is LIBOR plus 2.00%. This note was paid in full in 2022.		3,821,420

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

13 - LONG-TERM DEBT (Continued)

	<u>2022</u>	<u>2021</u>
Note payable, bank, due in monthly installments of \$5,290 including interest at 5.32%, through June, 2032.	\$ 490,000	\$ -
Note payable, bank, due in monthly installments of \$96,802 including interest at 3.13%, through September, 2031.	9,315,962	-
Note payable, bank, due in monthly installments of \$10,532 including interest at 5.021%, through June, 2042.	<u>1,617,008</u>	<u>-</u>
	95,309,935	92,238,129
Unamortized bond premiums	5,259,405	1,514,376
Current maturities of long-term debt	(4,439,905)	(4,527,739)
Unamortized debt issuance costs	<u>(2,375,655)</u>	<u>(2,522,104)</u>
	<u>\$ 93,753,780</u>	<u>\$ 86,702,662</u>

In connection with certain bond and note payable agreements, the Foundation has agreed to various restrictive covenants.

Maturities of long-term debt in subsequent years are as follows:

2023	\$ 4,439,905
2024	4,761,497
2025	4,274,941
2026	4,664,728
2027	4,671,625
Thereafter	<u>75,380,989</u>
	<u>\$ 98,193,685</u>

14 - HEDGING INSTRUMENT

The Foundation maintains an interest-rate risk-management strategy that uses derivative instruments to minimize significant, unanticipated earnings fluctuations caused by interest-rate volatility.

The Foundation entered into an interest rate swap agreement related to certain long-term debt. The swap is utilized to manage interest rate exposures and are designated as a highly effective cash flow hedges. The differential to be paid or received on the swap agreement is accrued as interest rates change and is recognized over the life of the agreement in interest expense. The remaining swap agreement is as follows:

<u>Notional Amount</u>	<u>Interest Rate</u>	<u>Expiration Date</u>	<u>Asset Value</u>
\$ 6,058,841	1.886%	November, 2025	\$ 52,945

Included in combined statement of activities is an unrealized gain of \$400,702 and \$200,973 relating to the change in fair value of the swap agreement for the years ended June 30, 2022 and 2021, respectively.

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

15 - DEFERRED COMPENSATION LIABILITY AND LIFE INSURANCE

The Foundation has deferred compensation agreements providing benefits to certain key employees commencing at retirement. Deferred compensation expense related to these agreements was \$222,552 and \$217,596 in 2022 and 2021, respectively. These amounts are required to accrue the present value of benefits at retirement.

The Foundation may make discretionary contributions to the 457(f) plan. The Foundation recorded deferred compensation expense related to the 457(f) plan of \$719,197 and \$703,180 in 2022 and 2021, respectively.

The Foundation is the owner and beneficiary of life insurance policies covering certain members of management. The policies had an aggregate cash surrender value of \$5,059,794 and \$5,739,674 at June 30, 2022 and 2021, respectively.

16 - NET ASSETS WITHOUT DONOR RESTRICTIONS

The board has designated certain assets as reserved for endowment purposes. All spending from these reserves must be approved by the governing board. See note 2 for spending policy of the endowment.

17 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes or periods:

	<u>2022</u>	<u>2021</u>
Purpose restrictions, available for spending		
Capital campaign	\$ 396,083	\$ 348,549
BRACE	9,789	9,787
PPT program	8,000	8,000
Therapeutic program	25,000	-
Other	11,919	11,919
Total purpose restricted net assets	<u>450,791</u>	<u>378,255</u>
Time restrictions		
Contributions receivable, which are unavailable for spending until due, some of which are also subject to purpose restrictions	<u>51,700</u>	<u>78,676</u>
Endowment funds, which must be appropriated by the Board of Directors before use		
Children's Aid and Family Services operating activities (original amount of \$216,713)	216,713	216,713
Academic and residential program support (original amount of \$355,263)	3,359,813	4,220,147
Children's Friend operating activities (original amount of \$3,492,117)	4,841,699	5,564,270
Dynamy fund (original gifts of \$11,000)	11,000	11,000
Cottage Hill Academy (original gifts of \$150,000)	150,000	150,000
Total endowment funds managed by the Foundation	<u>8,579,225</u>	<u>10,162,130</u>
Total net assets with donor restrictions	<u>\$ 9,081,716</u>	<u>\$ 10,619,061</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

17 - NET ASSETS WITH DONOR RESTRICTIONS (Continued)

During 2022 and 2021, net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of other events specified by donors as follows:

	2022	2021
Purpose restrictions:		
Operating:		
Operating activities	\$ -	\$ 57,000
Treatment fund	-	42,468
PPT Program	-	16,335
Other	-	43,821
	-	159,624
Non-operating:		
Expenditures for property and equipment	51,975	789,016
	\$ 51,975	\$ 948,640

18 - STATE SURPLUS REVENUE RETENTION

The Commonwealth of Massachusetts has regulations governing the excess of state revenue over expenses for not-for-profit organizations subject to the Division of Purchased Services' Authority. Such a surplus, up to 20% of current year state revenue, shall be retained by the organization for its charitable purposes. If an organization has a surplus in excess of the 20% rule, the Commonwealth may stipulate the use of such excess by the Foundation, request the return of the surplus to the state, or reduce state funding in future years. Amounts within the 20% rule are included in net assets. Any amount in excess of these rules is owed to the Commonwealth. Through June 30, 2022, the Foundation did not have surpluses in excess of the 20% rule.

19 - GOVERNMENT GRANT INCOME

In response to the COVID-19 pandemic, the Paycheck Protection Program (PPP) was established under the CARES Act and administered by the SBA. Organizations who met the eligibility requirements set forth by the PPP could qualify for PPP loans. If the loan proceeds are fully utilized to pay qualified expenses, the full principal amount of the PPP loan, along with any accrued interest, may qualify for loan forgiveness, subject to potential reduction based on the level of full-time employees maintained by the organization. In April 2021, the Foundation received a loan of \$10,000,000 under the PPP. The loan bears interest at 1.0%, with principal and interest payments deferred for the first six months of the loan. Subsequently, the loan and interest would be paid back over a period of 18 months, if the loan is not forgiven under the terms of the PPP. The Foundation has accounted for loan proceeds under the PPP in accordance with ASC 405, whereby the loan is considered outstanding until the Foundation is legally released from its obligation.

The Foundation believes that its use of the proceeds is consistent with the purposes of the PPP and it will meet the conditions for forgiveness of the balance. These proceeds had not been forgiven as of June 30, 2021 and the loan had been recorded on the combined statement of financial position as a note payable, other. In 2022, the loan was forgiven and is included with government grant income on the combined statement of activities.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

19 - GOVERNMENT GRANT INCOME (Continued)

In September 2020, the Foundation was a recipient of the Provider Relief Funds of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") in the amount of \$4,135,898 of which \$2,244,102 is recorded as government grant income on the statement of activities for the year ending June 30, 2022 and \$0 is recorded as deferred revenue on the statement of financial position as of June 30, 2022.

20 - CONCENTRATION

The Foundation receives a significant portion of its support and revenue from the Commonwealth of Massachusetts, Department of Developmental Services and Department of Early Education and Care. Total support and revenue included the following:

	<u>2022</u>	<u>2021</u>
Department of Developmental Services	\$ 109,354,083	\$ 104,435,196
Department of Early Education and Care	112,532,901	70,168,201

21 - STATEMENT OF CASH FLOWS

Supplemental disclosure of cash flows information is as follows:

	<u>2022</u>	<u>2021</u>
Cash paid during the year for:		
Interest	\$ 3,928,119	\$ 3,842,334
Taxes	30,617	-

The Foundation acquired property and equipment and incurred capital lease obligations in the amount of \$0 and \$537,577 during 2022 and 2021, respectively.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the statement of cash flows.

	<u>2022</u>	<u>2021</u>
Cash	\$ 25,807,777	\$ 29,283,170
Deposits with trustees, cash and cash equivalents	11,162,463	7,019,736
Total cash, cash equivalents, and restricted cash	<u>\$ 36,970,240</u>	<u>\$ 36,302,906</u>

22 - LEASES

The Foundation leases office equipment, motor vehicles and certain property and equipment under various lease agreements classified as operating or capital leases for financial statement purposes.

Lease expense was \$2,530,296 and \$2,882,300 in 2022 and 2021, respectively.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

22 - LEASES (Continued)

Future minimum lease payments under these operating leases are as follows:

Year Ending	<u>Capital</u>	<u>Operating</u>
2023	\$ 115,220	\$ 1,995,230
2024	115,220	1,378,353
2025	115,220	959,832
2026	114,650	826,161
2027	-	701,793
Thereafter	-	1,739,895
Total minimum lease payments	460,310	<u>\$ 7,601,264</u>
Less: Amount representing interest at 2.56% to 5.99%	<u>27,216</u>	
Obligations under capital lease	<u>\$ 433,094</u>	

23 - RETIREMENT PLAN

The Foundation has a 403(b) retirement plan covering substantially all employees. The Foundation made matching contributions to the plan in the amount of \$1,173,167 and \$1,374,989 in 2022 and 2021, respectively.

24 - FAIR VALUE MEASUREMENTS

The Foundation reports fair value measures of its assets and liabilities using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The asset or liability's measurement within the fair value hierarchy is based on the lowest level of input that is significant to the measurement. The three levels of inputs used to measure fair value are as follows:

Level 1: Valuation is based on quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2: Valuation is based on observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Valuation is based on unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

When available, the Foundation measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value. However, level 1 inputs are not available for many of the assets and liabilities that the Foundation is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

SEVEN HILLS FOUNDATION AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

The primary uses of fair value measures in the Foundation's financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable;
- recurring measurement of deposits with trustees;
- recurring measurement of endowment and long-term investments;
- recurring measurement of beneficial interests in assets held by community foundation; and
- recurring measurement of hedging instruments.

Determination of fair value

Following is a description of the valuation methodologies used for items measured at fair value. There have been no changes in the methodologies used during the year ended June 30, 2022.

U.S. Government bonds, corporate and municipal bonds: Determined using contractual cash flows and the interest rate determined by the closing bid price on the last business day of the fiscal year if the same or the obligation with a similar maturity is actively traded.

Mutual funds and real estate investment trusts: Valued at the daily closing price as reported by the securities. Securities held by the Foundation are open-ended funds that are registered with the SEC. These funds are required to publish their net asset value (NAV) and to transact at this price. The securities held by the Foundation are deemed to be actively traded.

Common stock and cash and money market accounts: Valued at the NAV of shares held by the Foundation at year-end. NAV is valued at the closing price reported in the active market in which individual securities are traded.

Exchange traded funds: Determined by the published closing price on the last business date of the fiscal year.

Beneficial interest in assets held by community foundation: The Foundation estimates the fair value based on the value of the original deposits plus allocated income as calculated and reported by Greater Worcester Community Foundation (GWCF). The Foundation has evaluated the valuation policies of GWCF and the reported value of its holdings as of the statement of financial position date and believes that the reported value is reasonable and reflects the value at which the Foundation can redeem its holdings.

Hedging instrument: Valued using both observable and unobservable inputs, such as quotations received from counterparty, dealers or brokers, whenever available and considered reliable. In instances where models are used, the value of the interest rate swap depends upon the contractual terms of, and specific risks inherent in, the instrument as well as the availability and reliability of observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, assumptions for nonperformance risk and correlations of such inputs.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

The Foundation's financial assets that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2022 as follows:

There are no financial liabilities that are measured at fair value on a recurring basis using the fair value at June 30, 2022.

	Level 1	Level 2	Level 3	Total
Investments				
U.S. Government bonds	\$ -	\$ 1,174,379	\$ -	\$ 1,174,379
Corporate bonds	-	3,925,927	-	3,925,927
Municipal bonds	-	540,061	-	540,061
Mutual funds	33,191,299	-	-	33,191,299
Common stock	6,421,581	-	-	6,421,581
Cash and money market accounts	1,235,607	-	-	1,235,607
Exchange traded funds	4,059,333	-	-	4,059,333
Total investments within the fair value hierarchy	<u>44,907,820</u>	<u>5,640,367</u>	<u>-</u>	<u>50,548,187</u>
Investments measured at net asset value				<u>1,280,697</u>
Total investments				<u>51,828,884</u>
Deposits with trustees				
Cash and cash equivalents	11,162,463	-	-	11,162,463
U.S. Government bonds	-	1,472,550	-	1,472,550
Total deposits with trustees	<u>11,162,463</u>	<u>1,472,550</u>	<u>-</u>	<u>12,635,013</u>
Hedging instrument asset	<u>-</u>	<u>-</u>	<u>52,945</u>	<u>52,945</u>
Beneficial interest in assets held by community foundation	<u>-</u>	<u>-</u>	<u>1,202,510</u>	<u>1,202,510</u>
Total recurring fair value measurements	<u>\$ 56,070,283</u>	<u>\$ 7,112,917</u>	<u>\$ 1,255,455</u>	<u>\$ 65,719,352</u>

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

The Foundation's financial assets that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2021 as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
U.S. Government bonds	\$ -	\$ 2,696,473	\$ -	\$ 2,696,473
Corporate bonds	-	2,610,324	-	2,610,324
Municipal bonds	-	660,787	-	660,787
Mutual funds	40,297,247	-	-	40,297,247
Real estate investment trusts	17,460	-	-	17,460
Common stock	4,275,957	-	-	4,275,957
Cash and money market accounts	2,128,428	-	-	2,128,428
Exchange traded funds	5,745,455	-	-	5,745,455
Total investments within the fair value hierarchy	<u>52,464,547</u>	<u>5,967,584</u>	<u>-</u>	<u>58,432,131</u>
Investments measured at net asset value				<u>677,839</u>
Total investments				<u>59,109,970</u>
Deposits with trustees				
Cash and cash equivalents	7,019,736	-	-	7,019,736
U.S. Government bonds	-	1,472,550	-	1,472,550
Total deposits with trustees	<u>7,019,736</u>	<u>1,472,550</u>	<u>-</u>	<u>8,492,286</u>
Beneficial interest in assets held by community foundation				
	-	-	1,407,870	1,407,870
Total recurring fair value measurements	<u>\$ 59,484,283</u>	<u>\$ 7,440,134</u>	<u>\$ 1,407,870</u>	<u>\$ 69,010,126</u>

The Foundation's financial liabilities that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2021 as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Hedging instrument	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (347,757)</u>	<u>\$ (347,757)</u>

The Foundation's financial assets that are measured at fair value on a nonrecurring basis were recorded using the fair value hierarchy at June 30, 2021 as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Noncash contribution of condominium	<u>\$ -</u>	<u>\$ 121,580</u>	<u>\$ -</u>	<u>\$ 121,580</u>

There were no transfers between levels or purchases or sales of Level 3 assets during the year.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

24 - FAIR VALUE MEASUREMENTS (Continued)

As disclosed in footnote 2 to the financial statements, the Foundation estimates the fair value of its investments in certain entities using the net asset value per share of the investment. Further information about these investments is presented below.

	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
Alternative investments (a)	\$ 1,280,697	\$ -	Semi-annual	30 - 90 days

(a) This fund invests across primary, secondary, and direct co-investments in an attempt to build a portfolio that is diversified across vintage years as well as segments of the private equity market (buyout, growth equity, venture, and credit). The Fund seeks to deploy capital more quickly than traditional fund of funds portfolios while mitigating the J-curve and limiting fees through the use of secondary and direct investment. The fair value of the investments in this category has been estimated using the net asset value per share of the investments.

25 - CONCENTRATIONS OF RISK

The Foundation's investments are subject to various risks, such as interest rate, credit, and overall market volatility risks. Further, because of the significance of the investments to the Foundation's financial position and the level of risk inherent in most investments, it is reasonably possible that changes in the values of these investments could occur in the near term and such changes could materially affect the amounts reported in the financial statements.

26 - COMMITMENTS AND CONTINGENCY

The Foundation has claims and pending legal proceedings. The proceedings are, in the opinion of management, routine matters incidental to the normal business conducted by the Foundation. In the opinion of management, such proceedings are not expected to have a material adverse effect on the Foundation's financial position, results of operations or cash flows.

The Foundation has signed non-interest bearing facilities consolidation promissory notes with the Community Economic Development Assistance Corporation that are secured by real estate. The terms of the agreements require the Foundation to hold the properties for a period of 30 years. In the event the Foundation disposes of these properties prior to the required timeframe, the entire principal balance(s) will become due.

As of year-end, the Foundation had approximately 155 employees who are represented by Local 5068, United Nurses & Allied Professionals. The Foundation had negotiated a one year contract extension through June 2022.

The contracts with the states have been expended according to their respective terms contained in the agreements and are subject to possible final audit determination by certain governmental agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the combined financial position of the Foundation as of June 30, 2022, or on the changes in net assets for the year then ended.

SEVEN HILLS FOUNDATION AND AFFILIATES
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

27 - RELATED-PARTY TRANSACTIONS

Contributions included \$28,575 and \$39,209 from members of the Foundation's Board of Directors for the year ended June 30, 2022, and 2021, respectively.

The Foundation had the following balances and transactions with its unconsolidated affiliates:

	<u>2022</u>	<u>2021</u>
Accounts payable	\$ -	\$ 6,091
Expenditures for property and equipment	72,695	103,716

The Foundation has a 6.96% ownership in an unconsolidated affiliate which is the investment advisor for certain investments. Investment fees paid were \$14,063 and \$11,417 in 2022 and 2021, respectively.

The Seven Hills Family Services, Inc. affiliate entered into a long-term service and supports community partner agreement. This affiliate is doing business as Massachusetts Care Coordination Network under this agreement.

28 - RECLASSIFICATION

Certain amounts in the 2021 comparative information have been reclassified to conform with the 2022 presentation. Such reclassifications had no effect on the change in net assets as previously reported.

29 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 1, 2022, which is the date the combined financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

SUPPLEMENTARY INFORMATION

SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINING STATEMENT OF ACTIVITIES WITHOUT DONOR RESTRICTIONS

YEAR ENDED JUNE 30, 2022

	Seven Hills Foundation	Seven Hills Family Services, Inc.	Seven Hills Aspire, Inc.	Seven Hills Community Services, Inc.	Children's Aid & Family Service, Inc.	Seven Hills Extended Care at Groton, Inc.	Seven Hills Behavioral Health, Inc.
Operating support and revenue:							
Government contracts and fees	\$ 223,572	\$28,780,279	\$ 8,220,970	\$ 99,586,037	\$ 113,604,124	\$ 24,175,167	\$ 4,038,063
Government grant income	10,416,160	126,157	63,213	731,079	36,758	143,015	36,533
H.U.D. rental subsidy	-	-	-	423,249	-	-	-
Private contracts and fees	-	675,728	215,056	22,963	117,698	-	212,552
Trainee production	-	-	143,962	-	-	-	-
Rent, vending, service fees	363,263	143,842	262,474	4,889,699	-	-	-
Interest income	37,510	-	-	-	-	-	-
Net investment return (loss) for operations	37,661	-	-	10	1	5	-
Contributions	1,871,081	104,857	12,393	20,912	300	8,037	1,800
Grants	33,416	5,333	120,307	13,389	500	3,150	45,450
Cafeteria	-	-	98,212	-	-	-	-
Management fee	16,042,223	-	-	-	-	-	-
Gain on sale of property and equipment	47,400	-	-	-	-	-	-
Other	21,769	7,138	-	1,295,386	2,481	14	-
Net assets released from restrictions:							
Satisfaction of purpose restrictions	-	-	-	-	-	-	-
Total support and revenue	29,094,055	29,843,334	9,136,587	106,982,724	113,761,862	24,329,388	4,334,398
Operating expenses:							
Program services							
Residential services	-	-	-	104,740,898	-	-	-
Family support	-	28,295,999	-	-	-	-	-
Vocational services	-	-	9,396,349	-	-	-	-
Nursing home services	-	-	-	-	-	21,553,713	-
Community services	-	-	-	-	-	-	4,339,914
Facility maintenance	55,277	186,276	295,906	71,089	-	-	-
Children services	-	-	-	-	113,375,137	-	-
Clinical services	-	-	-	-	-	-	-
School services	-	-	-	-	-	-	-
Global outreach	-	-	-	-	-	-	-
Open door arts	-	-	-	-	-	-	-
	55,277	28,482,275	9,692,255	104,811,987	113,375,137	21,553,713	4,339,914
Supporting services							
Management and general	19,812,335	-	-	-	-	3,241,936	-
Fundraising	132,736	-	-	-	-	-	-
Total expenses	20,000,348	28,482,275	9,692,255	104,811,987	113,375,137	24,795,649	4,339,914
Change in net assets from operations	9,093,707	1,361,059	(555,668)	2,170,737	386,725	(466,261)	(5,516)
Non operating revenue:							
Investment loss, net of amounts appropriated for operations	(5,691,611)	-	-	-	-	-	-
Unrealized gain on hedging instruments	400,702	-	-	-	-	-	-
Loss on extinguishment of debt	(255,231)	-	-	-	-	-	-
Net assets released from restrictions:							
Satisfaction of purpose restrictions	51,975	-	-	-	-	-	-
Change in net assets	3,599,542	1,361,059	(555,668)	2,170,737	386,725	(466,261)	(5,516)
Net assets, beginning of year	70,564,156	19,475,714	2,392,620	19,610,982	(264,279)	(6,539,991)	(4,147,654)
Net assets, end of year	<u>\$ 74,163,698</u>	<u>\$20,836,773</u>	<u>\$ 1,836,952</u>	<u>\$ 21,781,719</u>	<u>\$ 122,446</u>	<u>\$ (7,006,252)</u>	<u>\$ (4,153,170)</u>

Schedule 1

Seven Hills Rhode Island	Seven Hills Global Outreach	Stetson Home & Stetson School, Inc.	Open Door Aris	Children's Friend	Family Services of Central MA	Youth Opportunities Upheld, Inc.	Other Affiliates	Eliminations	Total
\$ 22,760,518	\$ -	\$ 17,467,328	\$ 198,421	\$ 1,101,921	\$ 382,415	\$ 21,853,217	\$ -	\$ -	\$ 342,392,032
-	-	103,771	5,221	14,705	23,292	544,198	-	-	12,244,102
31,436	-	-	33,070	99,692	998,218	3,096,777	-	-	423,249
25,173	-	-	-	-	-	-	-	-	5,503,190
710,984	-	818,800	-	-	-	3,810	(c)	(805,000)	169,135
3,087	-	-	-	-	-	-	-	-	6,387,872
(42,471)	-	25	(30,599)	(540,638)	21,591	(328,747)	-	-	40,597
1,560	132,452	4,673	53,555	9,701	9,330	185,420	-	-	(883,162)
282,234	-	39,288	245,145	38,045	629,678	1,124,955	-	-	2,416,071
9,453	-	-	-	-	-	-	-	-	2,580,890
1,517,784	-	-	-	-	-	-	(b)	(17,560,007)	107,665
1,809,805	-	1,560	100	79,054	(4,381)	(143,270)	-	-	47,400
-	-	-	-	-	-	-	-	-	3,069,656
<u>27,109,563</u>	<u>132,452</u>	<u>18,435,445</u>	<u>504,913</u>	<u>802,480</u>	<u>2,060,143</u>	<u>26,336,360</u>	<u>-</u>	<u>(18,365,007)</u>	<u>374,498,697</u>
-	-	-	-	-	-	-	(b)	(7,272,058)	97,468,840
-	-	-	-	-	2,519,962	-	(b)	(2,274,717)	28,541,244
-	-	-	-	-	-	-	(b)	(776,009)	8,620,340
26,696,040	-	-	-	-	-	-	(b)	(1,134,245)	20,419,468
-	-	-	-	-	-	-	(b)	(2,001,368)	29,034,586
-	-	-	-	-	-	-	(b)	(40,830)	567,718
-	-	-	-	1,349,530	-	-	(b)	(608,232)	114,116,435
-	-	-	-	-	-	29,124,636	(b)	(2,304,571)	26,820,065
-	226,793	18,700,598	-	-	-	-	(b,e)	(1,751,844)	16,948,754
-	-	-	-	-	-	-	(b)	(16,666)	210,127
-	-	-	557,687	-	-	-	(b)	(42,051)	515,636
<u>26,696,040</u>	<u>226,793</u>	<u>18,700,598</u>	<u>557,687</u>	<u>1,349,530</u>	<u>2,519,962</u>	<u>29,124,636</u>	<u>-</u>	<u>(18,222,591)</u>	<u>343,263,213</u>
-	-	-	-	-	-	-	(b)	(142,416)	22,911,855
-	-	-	-	-	-	-	-	-	132,736
<u>26,696,040</u>	<u>226,793</u>	<u>18,700,598</u>	<u>557,687</u>	<u>1,349,530</u>	<u>2,519,962</u>	<u>29,124,636</u>	<u>-</u>	<u>(18,365,007)</u>	<u>366,307,804</u>
413,523	(94,341)	(265,153)	(52,774)	(547,050)	(459,819)	(2,788,276)	-	-	8,190,893
-	-	-	-	-	-	-	-	-	(5,691,611)
(133,329)	-	-	-	-	-	-	-	-	400,702
-	-	-	-	-	-	-	-	-	(388,560)
-	-	-	-	-	-	-	-	-	51,975
280,194	(94,341)	(265,153)	(52,774)	(547,050)	(459,819)	(2,788,276)	-	-	2,563,399
647,642	(3,204,087)	2,269,683	(117,291)	1,342,428	(694,341)	2,842,764	(7,072,405) (a)	(97,800)	97,008,141
<u>\$ 927,836</u>	<u>\$ (3,298,428)</u>	<u>\$ 2,004,530</u>	<u>\$ (170,065)</u>	<u>\$ 795,378</u>	<u>\$ (1,154,160)</u>	<u>\$ 54,488</u>	<u>\$ (7,072,405) (a)</u>	<u>\$ (97,800)</u>	<u>\$ 99,571,540</u>

See accompanying independent auditor's report.

SEVEN HILLS FOUNDATION AND AFFILIATES

EXPLANATION OF ELIMINATIONS

YEAR ENDED JUNE 30, 2022

- (a) To eliminate effects of intercompany sale/leaseback of facility.
- (b) To eliminate intercompany management fees.
- (c) To eliminate intercompany charges for rent.

See accompanying independent auditor's report.



GOVERNING BOARD OF DIRECTORS – 2022

John N. Altomare, Esq., Chair
Attorney & Managing Partner
FA & E Law Offices

Maureen F. Binienda
Superintendent
Quaboag Regional School District

Dr. Charles P. Conroy, Vice-Chair
Exec. Director Emeritus, Perkins School
Consultant & Manager, Charles P.
Conroy Consulting, LLC

Dr. Carol Donnelly
Professor
Worcester State University

Dr. Catherine Jones
Emergency Physician
Wachusett Emergency Physicians

Dr. David A. Jordan, President
President
Seven Hills Foundation

Robert L. Mahar, Treasurer
Retired

Dr. Tammy Murray, Member-at-Large
Director of Special Education & Itinerant
Services, Central Mass Collaborative

Dr. David Paydarfar
Professor & Chair of Neurology, Dell
Medical School at The University of
Texas at Austin
Director, Mulva Clinic for the
Neurosciences

Frances Polito
Retired

Raymond L. Quinlan
President
Rayne Development Corporation

Marianne E. Rogers
Retired

David E. Simon
Director
Berkeley Research Group

Peter Stanton
CEO, New England Business Media
Publisher, Worcester Business Journal

David K. Woodbury
President
Woodbury and Company, Inc.

Deborah J. Needleman, Secretary/Clerk
Retired

Joseph A. Allred, J.D., M.S.

PERSONAL INFORMATION

KEY ACCOMPLISHMENTS

- ✓ Successfully integrated and stabilized four Affiliate organizations following mergers with the Seven Hills Foundation (Stetson School-2013, Children's Friend 2016, You Inc.-2020 and Seven Hills New Hampshire at Crotched Mountain 2022). Combined operational budgets of approximately \$65m.
- ✓ Enhanced/Developed highly specialized youth treatment program resulting in contracts with 15 different states. These efforts led to the doubling of annual operational budget from \$10m in FY14 to over \$22m in FY23 (Stetson School). Additionally, You Inc. posted operational surpluses for two consecutive years post 2020 merger.
- ✓ Successfully led Stetson School and You Inc. through national accreditation process (Council On Accreditation).
- ✓ Implemented robust data collection methods to track incidents of safety and risk management.
- ✓ Co-chaired the adoption and rollout of Seven Hills Foundation's electronic health records for two of its subsidiary/affiliate organizations.
- ✓ Led Seven Hills Foundation's DCF contracted programs through recent re-procurement of all service models.
- ✓ Have successfully balanced the importance of strong clinical function/oversight with operational and budget management.

CORE COMPETENCIES

- ✓ Provide vision, direction, inspiration and motivation necessary to ensure organizational success.
- ✓ Contribute to the dialogue, vision and direction of the pertinent national or local communities.
- ✓ Ensure adoption of and adherence to appropriate values and ethical standards in all agency business.
- ✓ Ensure proper care and development of the agency's history, culture, reputation and image.
- ✓ Collaboration with other public or private agencies for greater social impact.
- ✓ Establish accountability standards and systems that track the agency's effectiveness and impact.

EDUCATION/AFFILIATIONS

- 2011 Juris Doctorate, University of Massachusetts School of Law.
- 2004 Master of Science-Organizational Management/Leadership, Springfield College.
- 2001 Bachelor of Science-Political Science/Criminal Justice, Southern Utah University.

- 2020 Provider's Council-EAcademy Subject Matter Expert
- 2018 Children's League-Member
- 2011 Massachusetts Association of Approved Private Schools-Member.
- 2011 National Association of private Special Education Centers-Member.
- 2011 Massachusetts Adolescent Sexual Offender Coalition-Member.

PROFESSIONAL POSITIONS

Vice President, Seven Hills Foundation, Worcester, MA, 2014-Present.

- Operations management for four Subsidiary Affiliate Organizations—Stetson School, You Inc., Children's Friend and Seven Hills New Hampshire. Combined operating budget of approximately \$65m with over 700 employees. Including strategic planning, contract management, profit and loss accountability, and cross-functional team leadership.
- Provide overall planning, direction, and supervision of the four Affiliate Organizations whose key elements include integrated children's services ranging from Residential/Education Campus to Community-Based residences, in-patient CBAT/ICBAT Services, outpatient rehabilitative and therapeutic services as well as adoption and foster care programs.

- Contribute to biannual Seven Hills Foundation strategic planning, including facilitating and completing strategic planning for Affiliate's, collaboration with stakeholders across roles in the affiliate (including youth and families).
- Prepares administrative reports including quarterly SHF Board reports, proposals for service expansion, and grants to fund quality improvements for SHF programs (e.g., assistive technology and remote supports, behavioral crisis management services).
- Negotiates contracts with funding entities, including proposals for new program development and service expansion.
- Oversight and program innovation for all four affiliate organizations including direct supervision of Assistant Vice Presidents.
- Designs and evaluates outcome measures, key performance indicators, and understands the development of data analytics specific to both the affiliate and Foundation.
- Collaborates with funding sources and accountable state agencies to ensure program services are aligned and delivered with integrity. These state agencies include: Department of Children and Families, Department of Youth Services, Department of Mental Health, Department of Elementary and Secondary Education and the Department of Early Education and Care
- Responsible for maintaining good standing with all licensing and accrediting bodies
- Works with affiliate leadership in monitoring all aspects of employee recruitment and retention.
- Maintains effective relationships with funding agencies and other appropriate entities.
- Oversees program design, marketing, promotion, service delivery and quality of programs.
- Represents Stetson School, You Inc., Children's Friend and Seven Hills New Hampshire and collaborates with fellow members of the Seven Hills Senior Leadership Team under the direction of the President.

Assistant Vice President/Program Director, Seven Hills Foundation (Stetson School), Barre, MA, 2011-2014.

- Responsible for the oversight and management of Stetson School's 102 bed Residential Education campus.
- Led organizational efforts to stabilize declining census and work with Chief Executive Officer to prepare organization for eventual merger with Seven Hills Foundation.
- Collaborated extensively with leadership team and all staffing groups to ensure successful integration post-merger.
- Developed new contracts with external states in order to enhance and stabilize operational budgets.
- Successfully led organizational efforts in securing new program models through the RFR procurement process.

From 2001 through 2011 I was employed by the Key Program in Worcester, Massachusetts. Over my ten year career with Key, I was progressively promoted and left the organization in good standing following completion of my Juris Doctorate degree. At the time of my departure I held the title of Program Supervisor, a position that I first obtained in 2003. In my role as Program Supervisor I was responsible for the direction and oversight of adolescent boys group homes, Alternative Lock-Up and Outreach and Tracking programs.

Peter C. Gow

EMPLOYMENT HISTORY

Marketing, Outreach and Performance Quality Improvement (PQI) Coordinator 4/2016 – Current

Stetson School

Barre, MA

- Provide marketing, outreach, and admission services to referral sources, parents, and youth
- Provide supervision to department staff
- Describe Stetson School programming and services at tradeshow and outreach meetings
- Design and implement marketing plans, programs, and campaigns to ensure the continued success, growth, and expansion of agency services
- Drive the research of, and development of, potential new markets and referral bases. Including state government request or response/proposal
- Responsible for community outreach and partnerships
- All Performance and Quality Improvement (PQI) Coordinator responsibilities (please see below)

Training and Performance and Quality Improvement (PQI) Coordinator 2/2010 – 4/2016

Stetson School

Barre, MA

- Develop, organize, and maintain all internal and external stakeholder performance and quality improvement initiatives and program, including, but not limited to, length of stay, physical intervention, internal and external stakeholder satisfaction and input, policy, procedure, & protocol review and compliance, behavior incident tracking, and recidivism rate studies.
- Ensuring regulatory and licensing compliance with Department of Early and Secondary Education (DESE) and Department Early Education and Care (DEEC) regulations.
- Ensuring Council on Accreditation (COA) compliance and accreditation.
- Utilization of multiple databases for all data input and reporting.
- Author a monthly-published newsletter for all internal stakeholders that informs and updates them on all performance and quality improvement initiatives.
- Create quarterly reports for the Board of Trustees containing progress and statistical analysis for all PQI projects, measures, and initiatives listed above.
- Chair or member of, various PQI focused committees, including, but not limited to, PQI Steering, Physical Intervention, Parent Advisory, Measures, Safety and Risk Management, Chart Development and Audit, Restraint Reduction, Human Rights, and Student Council.
- All Staff Training and Development Manager duties (please see below)

Staff Training and Development Manager 1/2004 – 2/2010

Stetson School

Barre, MA

- Develop, organize, and manage a two week, 80 hour, in-service orientation training program for all new staff.
- Maintain the staff training database to ensure all staff have participated in the required mandatory trainings and hours.
- Develop, organize, manage, and implement a monthly, quarterly and yearly refresher training program for over 300 staff, including but not limited to, Therapeutic Crisis Intervention (TCI) training, American Heart Association CPR / First Aid Training, Rape Aggression Defense (RAD) Training, as well as, annual requirements from Massachusetts Department of Early and Secondary Education (DESE) and Department Early Education and Care (DEEC).
- Organize and update certification status of over 300 staff for TCI, CPR / First Aid, and RAD certifications.
- Inform and register interested staff in external trainings and conferences.
- Provide coordination and leadership for a team of six campus instructors and job coaches.

Recreation Coordinator 2/2003 – 1/2004

Stetson School

Barre, MA

- Planned, organized, and directed a recreation program for entire campus with activities ranging from traditional sports to Project Adventure activities
- Planned, organized, and ran special campus wide events such as Child Abuse Prevention Day, Festival Day, and Halloween celebration.
- Planned, organized, and directed team-building events for various campus teams.
- Planned, organized, and presented annual campus wide recreation training.
- Developed and implemented a fitness group and a monthly group for students who do not receive visits.
- Developed, organized and directed a leisure education program for transition students.

EDUCATION:

Springfield College

Springfield, MA

Bachelor of Science: Recreation Management

Sally L. Gulmi

CAREER OBJECTIVE

Clinical Director

EXPERIENCE

NORTHEAST CENTER FOR YOUTH AND FAMILIES – June 2012–present – Easthampton, MA: Clinical Director

Responsible for the overall coordination of clinical care throughout the Agency. Member of the Management and Leadership Team. Ensure a clinical voice throughout the agency. Chair of Agency's "Think Tank" committee, which formulates the Agency's clinical mission statement based on best practice. Apply the gains and practices of my work in previous positions to all of the Agency's service areas. Create a continuum of care, from residential to foster care to outreach or in-home placement. Support and supervise clinical staff through trainings and consultation to implement the new behavioral model for residential care. Steering committee for STEP project, based upon training clinicians in the TF-CBT clinical trauma-based model. Train and supervise clinicians and interns and ensure their use of best practice. Develop and supervise training for foster parents, biological families. Responsible for the selection and implementation of an assessment tool for all clients entering care at the Agency. Coordinate nursing and psychiatric care for all service areas. Engage stakeholders and providers; act as Agency's representative in meetings and interactions with providers. Intervene as necessary, particularly in complex cases.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – December 2011-June 2012 – Easthampton, MA: Interim Clinical Director of Residential Services

Responsible for restructuring service delivery, including a reformulation of policies and procedures in order to best meet therapeutic needs of clients. Responsible for shaping and implementing a comprehensive continuum of care model to best meet the clinical needs of clients in residential and foster care services. Responsible for supervision of clinicians, providing guidance, support, and instruction in their work with our complex clients, including formulating both individual and global plan to advance clinical vision. Responsible for administrative management, support, and leadership. Member of Agency's Leadership Team.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – January 2008-June 2012 – Easthampton, MA: Clinical Director of Foster Care

Responsible for clinical supervision and oversight of clinical services, inclusive of development of treatment plans, i.e. formulating comprehensive treatment plans, assessment of needs to implementation of specialized therapeutic care, written psycho-socials, risk evaluations as needed, to best meet the goals and expectations of clients and providers. Lead, schedule, and guide the protocol of weekly clinical rounds within 45 days of placement. Responsible for formulating clinical policy and procedures. Responsible for developing clinical vision and clinical direction of the service area. Responsible for implementation of best practice model of integrated case management and clinical care. Oversee and support the management of psycho-pharmaceutical needs of clients, including consultation with psychiatrist and nurse. Engage with our providers on an ongoing basis. Guide and support professional development and skills of clinicians as and case managers for whom supervision is also provided. Responsible for addressing complex educational placements and making recommendations to members of both internal and external care providers. Establish effective lines of communication with providers as well as legal guardians, legal teams, foster parents, educational teams, and community supports, to best articulate Agency and service area specific policies and procedures, to maintain the integrity of our philosophical goals. Provide active oversight while continuing to enhance and inform the care of clients with sexually problematic behaviors, as well as educate the larger community both internally and externally about our population's clinical presentations. Responsible for administrative management, support, and leadership. Advocate for best clinical practice with acute consideration of the need to bridge best clinical practice with the stakeholder realities. Member of Agency's Leadership Team.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – April 2003-January 2008 - Easthampton, MA: Clinician
Program Clinician for adolescent girls and adolescent boys. Responsible for clinical services inclusive of case management, groups, and individual therapy.

LAKE GROVE AT MAPLE VALLEY – April 2002-April 2003 - Wendell, MA: Clinician
Clinician for adolescent boys with significant behavioral issues. Responsible for individual, group, and family therapy.

HAMPSHIRE REGIONAL SCHOOL DISTRICT – September 2001-March 2002 - Westhampton, MA: District
Tutor/Counselor
Taught a ninth-grade girl English, Math, and Earth Science as well as acted as her counselor.

HAMPSHIRE REGIONAL SCHOOL DISTRICT– September 2000-June 2001 - Westhampton, MA: Tutor
Tutor for an eighteen-year-old boy with muscular dystrophy. Subjects taught: English, Math, Sociology, and Psychology.

HAMPSHIRE REGIONAL SCHOOL DISTRICT – January 2000-June 2000 – Westhampton, MA: Tutor/Counselor
Counselor and tutor for a seventh-grade student. Subjects taught: Math, History, Science, and English.

EDUCATION

University of Massachusetts - Amherst, Massachusetts
Doctoral Candidate, 1994: Cultural Diversity of Adolescent Girls (coursework completed, proposal accepted)

St. Lawrence University - Canton, New York
Masters of Education, 1977: Counseling Psychology

Potsdam State University - Potsdam, NY
Bachelor of Arts, 1974

AFFILIATIONS

TF-CBT, Steering Committee Member
NoFIRES (Northwestern District Attorney's Office initiative), Development Committee Member
MASOC, Member
Foster Family-based Treatment Association (FFTA), Member

ELECTED POSITIONS

Williamsburg School Committee, Member – 1990-1996 – Williamsburg, MA
Williamsburg School Committee, Chair – 1994-1996 – Williamsburg, MA
Hampshire Regional School Committee, Advisory Board – 1994-1996 – Westhampton, MA
Hampshire Regional School Committee, Member – 1996-2000 – Westhampton, MA
Hampshire Regional School Committee, Superintendent Search Committee – Westhampton, MA

References Available Upon Request

Abby L. Day

PROFILE:

- Accomplished behavioral health professional with 19 years of experience working in human services
- Experienced in leading and managing a team of professional and direct care staff
- Adept at navigating state regulations and accreditation compliance standards
- Strong ability to work independently and as part of a team
- Experienced in staff training and development
- Engaged, positive and motivated

OBJECTIVE:

To obtain a position in the human services field where I can continue to utilize my experience and education.

EDUCATION:

3/16 - 8/17 Norwich University; Northfield, VT
 Master of Science- Leadership
8/97-12/01 Catawba College; Salisbury, NC
 Bachelor of Science- Physical Education and Recreation

PROFESSIONAL EXPERIENCE:

8/2-Present *Stetson School, An Affiliate of Seven Hills Foundation: Barre, MA*
Residential Director

- Responsible for the daily therapeutic and programmatic operations of the residential program.
- Ensures that consistent routines, transitions, daily activities, and child care practices are executed and reflect the diagnostic, behavioral, and safety needs of the students we serve.
- Provides direct supervision to a team of assistant residential directors, as well as the case management team and the recreation coordinator.
- Oversees the supervision of residential and overnight supervisors and direct care staff.
- Ensures compliance with state policy, procedures and regulations.
- Communicates to external stakeholders, to include state workers, families, school systems and lawyers.
- Assists in program development to align with current trends and standards of care.
- Ensures effective internal communication systems according to agency standards and licensing and regulatory agencies' standards.
- Participates in strategic planning and continued follow up with senior administration.
- Creates and implements policies and procedures as needed to ensure standards of care are met.

6/19-8/21 *Stetson School, An Affiliate of Seven Hills Foundation: Barre, MA*
Assistant Residential Director

- Responsible for overseeing a 30-bed residential unit for youth ages 14-22.
- Ensured a safe, trauma informed care therapeutic milieu was always provided and that our children's needs were being met.
- Supervised a team of residential and overnight supervisors and direct care staff.
- Lead team meetings with clinicians, case managers, supervisors, and direct care staff.
- Facilitated development of COVID-19 protocols to ensure CDC guidelines were being met.
- Ensure compliance with state policy, procedures and regulations.
- Responsible for interviewing, hiring, training, and retaining staff.
- Communicate to external stakeholders, to include state workers and families, as needed.
- Conducted internal investigations and wrote fact finding reports.
- Participated in strategic planning and continued follow up with senior administration.

3/18-6/19 *Stetson School, An Affiliate of Seven Hills Foundation: Barre, MA*
Group Home Director

- Responsible for the daily therapeutic and programmatic operations of a 30-bed 1:3 Intensive Group Home for boys.
- Lead a team of approximately twenty staff to include clinicians, case managers, occupational therapist, supervisors, secretary and, direct care staff.
- Ensure compliance with state policy, procedures and regulations.
- Responsible for interviewing, hiring, training, and retaining staff.
- Communicate to external stakeholders, to include state workers, families, and school systems.
- Oversee program development to align with current trends and standards of care.
- Participate in strategic planning and continued follow up with senior administration.

4/16-3/18 *Stetson School, An Affiliate of Seven Hills Foundation: Barre, MA*
Staff Training & PQI Coordinator

- Responsible for the coordination and implementation of orientation training for all new hires, along with the continued training of all staff on a monthly basis.
- Create data reports on a monthly, quarterly, and annual basis in a variety of areas, including areas of restraint data, risk management, and length of stay.
- Ensure that all training requirements, per licensure requirements, are met and training records are kept up to date.
- Serve as the campus restraint coordinator, where responsibilities include reviewing all restraint reports on a daily basis and addressing any reports of concern.
- Instructor for Therapeutic Crisis Intervention (TCI) and American Heart Association CPR and First Aid.
- Experience in writing and revising organizational policies.
- Experience in conducting and writing internal investigation reports.
- Assist with the coordination of preparing for program licensing.

5/14-4/16 *Stetson School, An Affiliate of Seven Hills Foundation: Barre, MA*

Supervisor/Trainer:

- Supervise 30+ per diem staff, which includes scheduling them for shifts, meeting with them for coaching sessions, handling discipline as needed, and ensuring that they are attending required trainings.
- Conduct interviews of potential new per diem hires, as needed.
- Assist, as needed, as an on the floor supervisor and to help with the behavior management of the students.
- Responsible for providing In-Service Orientation trainings to new hires, including policy reviews, experiential trainings, and reviewing staff secure guidelines.
- Develop new trainings for the campus, along with enhancing current trainings. Currently working on a new format to our 180-day Orientation period training to make it more of a team based approach model.
- Responsible for assisting with the campus schedule and coordinating direct care shifts.
- Instructor for Therapeutic Crisis Intervention (TCI), our de-escalation and restraint program. Teach required 32 hour TCI program to new staff, as well as lead quarterly refreshers for all staff.

4/04-5/14 *Stetson School, An Affiliate of Seven Hills Foundation: Barre, MA*

Recreation Coordinator:

- Provide therapeutic recreational activities and sports to adolescents, teenagers, and young adults with emotional and behavior issues.
- Plan, coordinate, and implement many special events on campus.
- Develop and assist with different campus programs and structure including Community Based Integration and daily living schedules.

8/03-3/04 *Seven Hills Foundation: Hope Ave., Worcester, MA*

Activities Specialist:

- Provided recreational and creative activities to adults with developmental disabilities in a day program setting.
- Planned community trips for clients.

8/02-6/03 *St. Peter Claver Catholic School: Tampa, FL*

Physical Education Teacher:

- Developed curriculum and daily lesson plans.
- Developed programs which emphasized health and fitness.
- Planned and implemented special events for the school.

SKILLS:

Knowledgeable in Microsoft Word, Excel, Power Point, Publisher, Outlook Express and all windows based applications.

REFERENCES:

Available upon request

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Joseph Allred	Vice President	41,078 (.20 FTE)
Sally Gulmi	Assistant Vice President	107,245
Pete Gow	Admissions Coordinator	87,277
Abby Day	Residential Director	76,003

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,181.00	16,665,181.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,869,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1. Robert Rodler, Administrator for DCYF

2. Richard Sarette, Administrator for DCYF

3. Shawn Blakey, Program Specialist IV, CBH

4. Paige Morgan, Youth Voice

5. Tania Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	76
4	Home for Little Wanderers	Keene House	76
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanja Godfredson, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESO		
LEVEL OF CARE	Level 3		
	Proposer Name	Option/Program	TOTAL SCORE
1	Doverman Foundation	Doverman Level 3 Intensive	74
2	Easter Seals	RJ Boys - Intensive	85
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	RJ Noel - Intensive	80
6	Home for Luke Wintersham	Wesley	73
7	Manor ABI (NeuroRestorative)	Manor	83
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Half Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PS9 Rumney	84
11	Mount Prospect Academy, Inc.	Option A Burnt Pt	84
12	Mount Prospect Academy, Inc.	Option C Cast Hampton	85
13	Mount Prospect Academy, Inc.	Option C Cast Plym	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Crompton	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	IFP	86
17	Spaulding Academy & Family Services	NBP	85
18	Spaulding Academy & Family Services	USP	86
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Swanton School, Inc.	Swanton	83
22	Vermont Permanency Initiatives, Inc.	Vermont	81
23	Whitney Academy Inc.	Option A	81

Proposer Name and Title

- 1 Amy Lambert, Program Specialist IV, CBH
- 2 Pauline Powell, Program Specialist IV, CBH
- 3 Kathleen Tabor, Program Specialist IV, CBH
- 4 Jessica Kneibler, Administrator, DCYF
- 5 Kara Leonard, Administrator, Finance
- 6 Rebecca Linton, Financial Reporting Admin



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anne Home, Inc.	Option B CBAT	81
6	St. Anne Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Daryl Tenney, Program Specialist IV, CBH
- 2 Adela Bauman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tania Godfredson, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

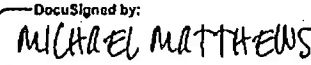
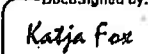
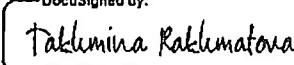
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Stetson School, Inc.		1.4 Contractor Address 81 Hope Avenue, Worcester, MA 01603 455 South Street, P.O. Box 309 Barre, MA 01005	
1.5 Contractor Phone Number (978) 355-4541	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$7,280,334
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/23/2021		1.12 Name and Title of Contractor Signatory MICHAEL MATTHEWS Sr. VP of Business & F	
1.13 State Agency Signature DocuSigned by:  Date: 6/24/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/25/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**New Hampshire Department of Health and Human Services
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EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency



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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race; Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to test stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

- 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes, but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DS MM

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Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Stetson School, Inc.	Barre, MA	12	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Reserved**

2.6. **Reserved**

2.7. **Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.

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- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu;

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and

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family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. **Medical Care:**

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

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- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
- 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.7.6. Transportation**
- 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
- 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.7.6.1.4. Recreation (clubs; sports, work).
 - 2.7.6.1.5. Family and sibling visits.
 - 2.7.6.1.6. Other as required by the individual's treatment plan.

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- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Reserved

2.9. Reserved

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2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Stetson School

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	See Case Manager
Family Therapist	1:8	Not allocated
Transportation	Not Required	1:3

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Case Manager	1:8 or see Family Worker	No Variation
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN; RN and Nurse Manager
Psychiatrist	Availability of prescriber or psychiatry on site	.3 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contract shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Neurobehavioral needs;
- 3.5.1.2.3. Gender Identity;
- 3.5.1.2.4. Aggressive behavior;
- 3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.6. Problematic Sexual Behavior

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved



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4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)

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Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions

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5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

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- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

**New Hampshire Department of Health and Human Services
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- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
 - 4.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
 - 4.3. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 4.4. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 4.5. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.6. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 4.6.1. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 4.7. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.7.1. Sub-total: \$7,280,334.00
 - 4.7.2. SFY 22: \$2,426,778.00
 - 4.7.3. SFY 23: \$2,426,778.00
 - 4.7.4. SFY 24: \$2,426,778.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
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7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.4.1. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

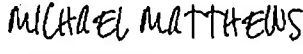
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/23/2021

Date

DocuSigned by:

 Name: MICHAEL MATTHEWS
 Title: Sr. VP of Business & F



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

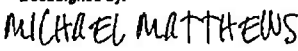
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/23/2021

Date

DocuSigned by:

 Name: MICHAEL MATTHEWS
 Title: Sr. VP of Business & F

Vendor Initials 
 Date 6/23/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

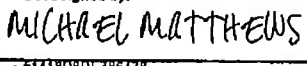
LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/23/2021

Date

DocuSigned by:

 Name: MICHAEL MATTHEWS
 Title: Sr. VP of Business & F

Contractor Initials 
 Date 6/23/2021

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/23/2021

Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/23/2021

Date

DocuSigned by:

MICHAEL MATTHEWS

Name: MICHAEL MATTHEWS

Title: Sr. VP of Business & F



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services

Exhibit I

- 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 Associate shall not disclose the PHI.



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials MM

Date 6/23/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

Date 6/23/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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

Youth Opportunities upheld, Inc.

The State by:

Name of the Contractor

Katja Fox

MICHAEL MATTHEWS

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

MICHAEL MATTHEWS

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

Sr. VP of Business & F

Title of Authorized Representative

6/24/2021

6/23/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

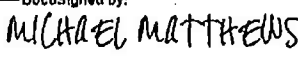
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/23/2021

Date

DocuSigned by:

 Name: MICHAEL MATTHEWS
 Title: Sr. VP of Business & F



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 070611504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption: If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Vermont Permanency Initiative, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 34,666,852
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and
 - 1.26.2.1.3. Scheduled work for the upcoming week; and
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department’s approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department’s approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (based on internal data which DHHS will access through CME and DCYF system) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (based on internal DCYF data which DHHS will access)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY

SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 4.1., to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under Section 4.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

4.1.1.

Program - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day until 6/30/2023	\$451.14
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day until 6/30/2023	\$451.14
Education for Non-IEP eligible youth per day until 6/30/2023	\$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day until 6/30/2023	\$704.99
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day until 6/30/2023	\$704.99
Education for Non-IEP eligible youth per day until 6/30/2023	\$170.10

Program - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day effective 7/1/2023	\$548.70
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day effective 7/1/2023	\$548.70
Education for Non-IEP eligible youth per day effective 7/1/2023	\$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day effective 7/1/2023	\$838.97
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day effective 7/1/2023	\$838.97
Education for Non-IEP eligible youth per day effective 7/1/2023	\$170.10

4.1.2. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal

year is as follows:

- 4.5.1. Sub-total: \$34,666,852.00
- 4.5.2. SFY 22: \$5,295,033.00
- 4.5.3. SFY 23: \$5,295,033.00
- 4.5.4. SFY 24: \$12,038,393.00
- 4.5.5. SFY 25: \$12,038,393.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

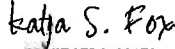
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

Date

DocuSigned by:



Name: Katja S. Fox

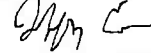
Title: Director

Vermont Permanency Initiative, Inc.

11/29/2023

Date

DocuSigned by:



Name: Jeff Caron

Title: president

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023
Date

DocuSigned by:
Robyn Guarino
748734844941480...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VERMONT PERMANENCY INITIATIVE, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on March 03, 2014. 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: 705035

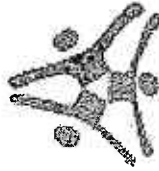
Certificate Number: 0006358569



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



**CERTIFICATE OF AUTHORITY
Residential Treatment Child BH
RFP-2021-DBH-12-RESID**

I, Jeff Park, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Vermont Permanency Initiative, Inc.
(Corporation/LLC Name)

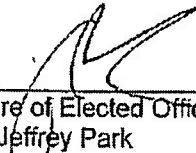
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 19, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeff Caron, President (may list more than one person)
(Name and Title of Contract Signatory)

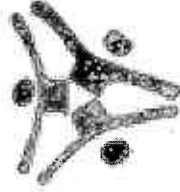
is duly authorized on behalf of the Vermont Permanency Initiative, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 21, 2023



Signature of Elected Officer
Name: Jeffrey Park
Title: Secretary



The mission of VPI Bennington is to provide a therapeutic community that enables youth to heal from past trauma, find pleasure and joy in their present lives and build resources for their futures.



COMBINED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2023

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates

Opinion

We have audited the accompanying combined financial statements of Mount Prospect Academy, Inc., and Affiliates (the Organization), which comprise the combined statement of financial position as of June 30, 2023, and the related combined statements of activities and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023, and the results of their operations and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases* during the year ended June 30, 2023. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the combined financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying combining statement of financial position, combining statement of activities and combining statement of functional expenses are presented for purposes of additional analysis of the combined financial statements rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the combined financial statements. The Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates
Page 3

The supplementary information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the supplementary information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2023

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Financial Position****June 30, 2023****ASSETS**

Current assets

Cash and cash equivalents	\$ 23,565,953
Accounts receivable, net	8,750,484
Employee retention tax credit receivable, net	4,790,867
Prepaid expenses	<u>726,141</u>

Total current assets	<u>37,833,445</u>
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Property and equipment

Land and land improvements	3,970,502
Buildings and building improvements	19,039,897
Leasehold improvements	2,457,094
Vehicles	3,547,654
Furniture and equipment	<u>1,543,685</u>

30,558,832

Less accumulated depreciation	<u>12,633,957</u>
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Property and equipment, net	<u>17,924,875</u>
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Other assets

Assets whose use is limited	66,390
Right of use lease assets, net - finance	398,854
Right of use lease assets, net - operating	662,516
Due from related parties	<u>141,723</u>

Total other assets	<u>1,269,483</u>
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Total assets	<u>\$ 57,027,803</u>
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The accompanying notes are an integral part of these combined financial statements.

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 582,000
Accounts payable	751,815
Accrued expenses	1,919,221
COVID-19 funding advances	215,805
Current portion of lease obligations - finance	90,939
Current portion of lease obligations - operating	<u>281,489</u>
Total current liabilities	<u>3,841,269</u>
Long-term liabilities	
Long-term debt, net of current portion and unamortized deferred financing costs	7,704,707
Lease obligations - finance, net of current portion	309,830
Lease obligations - operating, net of current portion	375,639
Deferred compensation liability	<u>66,390</u>
Total long-term liabilities	<u>8,456,566</u>
Total liabilities	12,297,835
Net assets without donor restriction	<u>44,729,968</u>
Total liabilities and net assets	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Activities****Year Ended June 30, 2023**

Changes in net assets without donor restriction	
Revenue and support	
Residential services	\$ 25,955,564
Day services	8,722,930
Tuition revenue	14,958,312
Room and board	9,324,962
Ancillary revenue	3,068,005
Other support	<u>925,277</u>
Total revenue and support	62,955,050
Other revenue	
State nutrition program	56,197
Contributions	82,374
COVID-19 relief funding	995,196
Employee retention tax credit, net	7,929,771
Other revenue	<u>508,848</u>
Total revenue	<u>72,527,436</u>
Expenses	
Education and home life	45,938,345
General administration	<u>11,607,027</u>
Total expenses	<u>57,545,372</u>
Gain on sale of property and equipment	<u>32,335</u>
Change in net assets	15,014,399
Net assets, beginning of year	<u>29,715,569</u>
Net assets, end of year	<u>\$ 44,729,968</u>

The accompanying notes are an integral part of these combined financial statements.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Cash Flows****Year Ended June 30, 2023**

Cash flows from operating activities	
Change in net assets	\$ 15,014,399
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,869,308
Gain on sale of property and equipment	(32,335)
Change in right of use lease assets, net - operating	(5,388)
(Increase) decrease in	
Accounts receivable, net	(1,453,634)
Employee retention tax credit receivable, net	(4,790,867)
Prepaid expenses	(328,276)
Due from related parties	1,024,174
Increase (decrease) in	
Accounts payable	(42,763)
Accrued expenses	(1,970,381)
COVID-19 funding advances	(109,592)
Due to related parties	<u>(192,936)</u>
Net cash provided by operating activities	<u>8,981,709</u>
Cash flows from investing activities	
Proceeds from sale of property and equipment	48,895
Purchase of property and equipment	<u>(1,788,156)</u>
Net cash used by investing activities	<u>(1,739,261)</u>
Cash flows from financing activities	
Principal payments on lease obligations - finance	(19,897)
Principal payments on long-term borrowings	<u>(1,079,417)</u>
Net cash used by financing activities	<u>(1,099,314)</u>
Net increase in cash and cash equivalents	6,143,134
Cash and cash equivalents, beginning of year	<u>17,422,819</u>
Cash and cash equivalents, end of year	<u>\$ 23,565,953</u>
Supplemental disclosures	
Non-cash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	<u>\$ 402,908</u>

The accompanying notes are an integral part of these combined financial statements.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Nature of Business

Mount Prospect Academy, Inc. (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA is licensed by the State of New Hampshire and operates special education schools in Keene, Plymouth and Hampton, New Hampshire with several affiliated group homes in Haverhill, Rumney, Warren, Plymouth, Hampton and Campton, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

Vermont Permanency Initiative, Inc. (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, a residential treatment program for girls operated in Bennington, Vermont. VPI also offers community based support to youth and families in Vermont under the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is completely separate from the Board of Trustees that governs MPA.

New Hampshire Youth Program for Motorsports, LLC (NHYPM) offers students the opportunity to experience New Hampshire's great outdoors in a truly unique and fun way. MPA is the sole member of NHYPM and is considered a "disregarded" entity for tax purposes. For the last three years, NHYPM has provided students the chance to ride dirt bikes and snowmobiles as part of their educational and therapeutic programming. No riding experience is required as all participants must complete the rider training curriculum, and the NH state off-highway recreational vehicle (OHRV) class before they are eligible for trail rides. Everyone who completes the class receives their NH OHRV certification through the New Hampshire Department of Fish and Game.

NHYPM students also receive instruction on small engines and mechanics. Students engage in hands-on learning as they discover how these machines operate, how to properly maintain them, and which tools are needed for each task. NHYPM students also gain important life skills and learn how to work independently and as part of a team. Students are also required to participate in community service projects which helps them to develop a sense of community and civic responsibility.

NHYPM offers students the opportunity to develop self-esteem, values for daily living, and a sense of belonging by using dirt bikes and snowmobiles as motivational tools. To participate in the program, students must sign a participation agreement and individual goal contracts to earn riding time. For those who choose to engage in the NHYPM program, adventure and fun are regular occurrences. It is open to any student who is interested, and all riding abilities are welcome.

U.S. generally accepted accounting principles (U.S. GAAP) requires the combination of related organizations when common control and economic dependency exists. At June 30, 2023, common control did not exist between MPA and VPI, however economic dependency does exist. As such, combination of MPA and VPI in 2023 is allowed but not required.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

1. Summary of Significant Accounting Policies

Principles of Combination

The combined financial statements include the activity of MPA, VPI, and NHYPM (collectively, the Organization). All material intercompany transactions and balances have been eliminated in combination.

Basis of Presentation

The accompanying combined 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 reports its activities and net assets in two classes: net assets without donor restriction and net assets with donor restriction.

Revenues are reported as increases in net assets without donor restriction unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restriction. 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 did not have any net assets with donor restrictions as of June 30, 2023.

Use of Estimates

The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined 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 highly liquid investments without donor restrictions and 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.

Accounts Receivable

Accounts receivable are stated at the amount the Organization expects to collect from outstanding balances. As of June 30, 2023 and 2022, the Organization had \$8,750,484 and \$7,297,415, respectively, of accounts receivable.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023**

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	3 - 5
Furniture and equipment	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 combined statement of activities.

Newly Adopted Accounting Principle

In 2023, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The new standard increases transparency and comparability among organizations by recognizing lease assets and lease liabilities in the combined statement of financial position and disclosing key information about leasing arrangements. The core principle of Topic 842 is that a lessee should recognize the assets and obligations that arise from leases. All leases create an asset and a obligation for the lessee in accordance with FASB Concepts Statement No. 6, *Elements of Financial Statements*, and, therefore, recognition of those lease assets and lease obligations represents an improvement over previous U.S. GAAP, which did not require lease assets and lease obligations to be recognized for operating leases. The Organization adopted Topic 842 using the prospective approach. The Organization elected the "package of practical expedients," an option which permits it to not reassess prior conclusions about lease identification, lease classification, and initial direct costs under the new standard. Upon adoption the organization recognized \$420,666 of right of use lease assets - finance with a lease obligation and \$1,098,295 of right of use lease assets - operating with a lease obligation.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Leases

At the inception of an arrangement, the Organization determines if an arrangement is or contains a lease based on the unique facts and circumstances present in that arrangement. Lease classification, recognition, and measurement are then determined as of the lease commencement date. For arrangements that contain a lease, the Organization (i) identifies lease and non-lease components, (ii) determines the consideration in the contract, (iii) determines whether the lease is an operating or finance lease; and (iv) recognizes a lease right of use (ROU) asset and obligation. Lease obligations and their corresponding ROU assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable, and as such, the Organization used the 5-year treasury bill rate at based on the information available at the lease commencement date, a rate which represents one that would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments in a similar economic environment.

Some leases include options to renew and/or terminate the lease, which can impact the lease term. The exercise of these options is at the Organization's discretion and the Organization does not include any of these options within the expected lease term where it is not reasonably certain that these options will be exercised.

Fixed, or in-substance fixed, lease payments on operating leases are recognized over the expected term of the lease on a straight-line basis. Variable lease expenses that are not considered fixed, or in-substance fixed, are recognized as incurred. Finance leases are recognized using the effective interest rate method which amortizes the ROU asset to expense over the lease term and interest costs are expensed on the lease obligation throughout the lease term. The Organization has elected the short-term lease exemption and, therefore, does not recognize a ROU asset or corresponding liability for lease arrangements with an original term of 12 months or less.

The finance leases and operating leases are included in separate ROU assets and lease obligations in the Organization's combined statement of financial position as of June 30, 2023.

Deferred Financing 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., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Revenue and Support and Other Changes in Net Assets

The Organization's revenue recognition policies are as follows:

Revenue and support are recorded as increases in net assets without donor restrictions at the time the services are provided. Services are billed monthly based on monthly attendance and is due within 30 days. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition. There was no prepaid tuition as of June 30, 2023.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on other assets and liabilities are reported as increases or decreases in net assets without donor restrictions 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 comprised of 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 and state income tax.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$17,703 in 2023.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****2. Availability and Liquidity of Financial Assets**

As of June 30, 2023, the Organization has working capital of \$33,992,176 and average days (based on normal expenditures) cash and cash equivalents on hand of 154.

Financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows as of June 30:

Cash and cash equivalents	\$23,565,953
Accounts receivable, net	8,750,484
Employee retention tax credit receivable, net	<u>4,790,867</u>
Financial assets available at year end for current use	<u>\$37,107,304</u>

VPI also has a line of credit available to meet short-term needs. See Note 4.

The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Significant Concentrations

Approximately 40% of the revenue recorded during 2023 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 14% of the revenue recorded during 2023 was from beneficiaries of the Vermont Medicaid program.

Approximately 22% of the revenue recorded during 2023 was from the Vermont Department of Education and various school districts located in New Hampshire, Vermont, and Massachusetts.

Approximately 6% of the revenue recorded during 2023 was from the Massachusetts Department of Mental Health and Developmental Services.

Due to the concentration of clients who receive benefits from the various state reimbursement programs, the Organization is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Organization's operations.

4. Line of Credit

VPI holds a line of credit agreement with Passumpsic Savings Bank under which Passumpsic Savings Bank agrees to advance up to \$250,000 to VPI upon request. Monies advanced accrue interest at the rate of 9.25%. There was no balance outstanding as of June 30, 2023. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****5. Long-Term Debt**

Long-term debt consisted of the following:

Mount Prospect Academy, Inc.

Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,737, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$7,300, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	\$ 849,383
Note payable to Passumpsic Savings Bank, due in monthly installments of \$8,374, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$9,074, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,055,699
Note payable to Passumpsic Savings Bank, due in monthly installments of \$9,574, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$10,374, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,204,816
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,220 beginning February 1, 2020 with an interest rate of 4.875% through February 2025 at which point interest will be based at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2040, when the remaining balance is due in full. The note is collateralized by all business assets associated with the Rumney, New Hampshire program.	299,332
Note payable to Passumpsic Savings Bank, due in monthly installments of \$1,646 beginning February 1, 2020 with an interest rate of 4.875% through February 2025 at which point monthly payments will increase to \$1,742 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2040 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Warren, New Hampshire program.	221,687

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023**

Note payable to Passumpsic Savings Bank, due in monthly installments of \$4,359 beginning February 1, 2021 with an interest rate of 3.99% through February 2026 at which point monthly payments will increase to \$4,663 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2041 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Plymouth, New Hampshire program.	658,000
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,058 beginning December 1, 2021 with an interest rate of 3.99% through December 2026 at which point monthly payments will increase to \$2,202 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through November 1, 2041 when the remaining balance is due in full. The note is collateralized by all business assets associated with a Pike, New Hampshire program.	320,725
Note payable to Passumpsic Savings Bank, due in monthly installments of \$4,480 beginning February 1, 2022 with an interest rate of 3.99% through February 2027 at which point monthly payments will increase to \$4,793 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2042 when the remaining balance is due in full. The note is collateralized by all business assets associated with a Hampton, New Hampshire program.	702,480
Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,001 beginning February 1, 2022 with an interest rate of 4.99% through May 2038 when the remaining balance is due in full. The note is collateralized by various real estate in Bennington and Newbury, Vermont.	746,674
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$298 to \$1,530, totaling \$29,717. Interest rates range from 0% to 14.88%. Maturities range from July 2023 through May 2029. The notes are collateralized by vehicles and equipment.	<u>436,537</u>
Total Mount Prospect Academy, Inc.	<u>6,495,333</u>
Vermont Permanency Initiative, Inc.	
Construction note payable to Passumpsic Savings Bank, advance of up to \$1,905,000, due in monthly installments of \$12,572, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	1,540,914

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023**

Construction note payable to Passumpsic Savings Bank, advance of up to \$540,000, due in monthly installments of \$3,564, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	44,198
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,203, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	274,051
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$303 to \$785, totaling \$29,717. Interest rates range from 0% to 6.39%. Maturities range from March 2018 through April 2022. The notes are collateralized by vehicles and equipment.	<u>113,450</u>
Total Vermont Permanency Initiative, Inc.	<u>1,972,613</u>
	8,467,946
Less: Current portion	582,000
Unamortized deferred financing costs	<u>181,239</u>
Long-term debt, net of current portion and unamortized deferred financing costs	<u>\$ 7,704,707</u>

Maturities of long-term debt are as follows:

2024	\$ 582,000
2025	512,000
2026	480,000
2027	460,000
2028	449,000
Thereafter	<u>5,984,946</u>
	<u>\$ 8,467,946</u>

Interest expense charged to operations, including amortization of deferred financing costs of \$17,188, was \$433,832 in 2023. Cash paid for interest approximates interest expense.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****6. ROU Assets and Lease Obligations**

The ROU assets - finance and lease obligations - finance, consist of vehicle and equipment leases. The leases call for monthly payments ranging from \$19 to \$6,653 through May 2028. The weighted average discount rate and remaining lease term for the finance lease obligations is 2.42% and 4.71 years, respectively.

The future maturities of the lease obligations - finance, are as follows:

2024	\$	99,181
2025		85,236
2026		85,236
2027		81,743
2028		<u>73,182</u>
		424,578
Less imputed interest		<u>(23,809)</u>
Lease obligations - finance	\$	<u><u>400,769</u></u>

The ROU assets - operating and lease obligations - operating consist of building leases. The leases call for monthly payments ranging from \$1,250 to \$9,665 through October 2027. The weighted average discount rate and remaining lease term for the operating lease obligations is 2.88% and 2.84 years, respectively.

The future maturities of the lease obligations - operating are as follows:

2024	\$	295,578
2025		189,881
2026		136,980
2026		50,500
2027		<u>16,000</u>
		688,939
Less imputed interest		<u>(31,811)</u>
Lease obligations - operating	\$	<u><u>657,128</u></u>

The following table summarizes the Organization's lease related costs in the combined statements of activities at June 30, 2023:

<u>Lease Costs</u>	<u>Natural Expense Classification</u>	
Finance lease	Finance lease	
Amortization of right of use assets	Depreciation and amortization	\$ 43,623
Interest on lease obligation	Interest expense	3,395
Operating lease	Rental and repairs expense	\$ 498,919

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Cash paid for amounts included in the measurement of lease obligations approximated the lease costs for operating and finance leases.

7. Commitments and Contingencies

Self-Insurance

Becket Academy, Inc. (Becket), a related entity, has a self-insured healthcare plan (the Plan) in which the Organization participates. 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 for the year ended June 30, 2023 based on total wages. The Plan has reinsurance coverage to limit the exposure, to all parties participating in the Plan, individually of \$150,000 with an aggregate limit of \$4,459,953 of the expected claims as of June 30, 2023. At June 30, 2023 the Organization had accrued \$506,571 for estimated unpaid claims, which is reported in the Organization's accrued expenses in the combined statement 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.

8. 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 3% to 5% of regular salary. Total employer contributions paid by the Organization totaled \$582,016 in 2023.

The Organization has a top hat deferred compensation plan established under Section 457 of the Code. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. The Organization has cumulatively recorded \$66,390 at June 30, 2023, related to this plan. The related investments are segregated in a separate account, which is reported in the Organization's assets whose use is limited in the combined statement of financial position. The related liability is reported in the Organization's deferred compensation liability in the combined statement of financial position.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****9. Functional Expenses**

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2023:

	<u>Education and Home Life</u>	<u>General Administration</u>	<u>Total</u>
Salaries and wages	\$ 27,897,897	\$ 6,904,485	\$ 34,802,382
Employee benefits	3,896,852	954,546	4,851,398
Payroll taxes	2,114,621	520,867	2,635,488
Transportation and travel	951,556	161,504	1,113,060
Professional services	1,433,170	336,175	1,769,345
Supplies	3,253,134	706,004	3,959,138
Utilities	913,813	226,500	1,140,313
Depreciation and amortization	1,472,662	363,407	1,836,069
Interest	347,627	86,205	433,832
Insurance	497,910	117,779	615,689
Rental and repairs expense	802,250	196,868	999,118
Other	<u>2,356,853</u>	<u>1,032,687</u>	<u>3,389,540</u>
Total	<u>\$ 45,938,345</u>	<u>\$ 11,607,027</u>	<u>\$ 57,545,372</u>

10. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2023, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

11. Related Party Transactions

The Organization has a mutual contract with Becket for services performed in the State of Massachusetts. During 2023, MPA generated \$5,168,952 of revenue from Massachusetts programs under the contract. Revenue was received by Becket and passed through to MPA. As of June 30, 2023, \$141,723 was due from Becket and included in due from related parties in the combined statement of financial position.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

12. COVID-19 and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors continue to experience disruptions to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support.

The U.S. government responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the Code, including those related to losses, charitable deductions, and business interest.

During 2023, the Organization received funding from various states in which the Organization operates for the purpose of recruitment, retention, or training of direct support workers. For the year ended June 30, 2023, \$995,196 is included in COVID-19 relief funding in the combined statement of activities. The Organization has received \$215,805 in COVID-19 relief funding that is included in COVID funding advances in the combined statement of financial position.

The CARES Act provides an Employee Retention Tax Credit (ERTC), which is a refundable tax credit against certain employment taxes for eligible employers. For 2020, the tax credit is equal to 50% of qualified wages paid to employees during the calendar year, capped at \$10,000 of qualified wages per employee. Additional relief provisions were passed by the U.S. government, which extended and expanded the qualified wage caps on these credits through September 30, 2021. Based on these additional provisions, the tax credit for 2021 is equal to 70% of qualified wages paid to employees during each quarter, and the limit on qualified wages per employee has been increased to \$10,000 of qualified wages per calendar quarter.

Management contracted with a third party to determine their eligibility for the credit. The third party determined that the Organization qualified for the CARES Act ERTC under the government orders test and estimated that they will receive approximately \$12,524,022. Due to clarifying guidance a reserve was recorded for \$3,905,113 as a reduction to revenue and support. For the year ended June 30, 2023, the Organization recognized \$7,929,771 as revenue and support in the combined statement of activities, which is net of professional fees of \$689,138 related to fees paid to the third party. The Organization received partial payments during 2023 totaling \$3,828,042. At June 30, 2023, the Organization includes \$4,790,867 as an ERTC receivable, net in the combined statement of financial position. The credits received could be subject to audit for up to five years from the date of the credit filing. In July 2023, the Organization received payment for a portion of the credits.

13. Subsequent Events

For purposes of the preparation of these combined financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 14, 2023, which is the date that the financial statements were available to be issued.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combining Statement of Financial Position****June 30, 2023****ASSETS**

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Current assets					
Cash and cash equivalents	\$ 16,857,614	\$ 6,708,339	\$ -	\$ -	\$ 23,565,953
Accounts receivable, net	6,806,340	1,944,144	-	-	8,750,484
Employee retention tax credit receivable, net	3,526,101	1,264,766	-	-	4,790,867
Prepaid expenses	<u>538,016</u>	<u>188,125</u>	<u>-</u>	<u>-</u>	<u>726,141</u>
Total current assets	<u>27,728,071</u>	<u>10,105,374</u>	<u>-</u>	<u>-</u>	<u>37,833,445</u>
Property and equipment					
Land and land improvements	2,644,319	1,326,183	-	-	3,970,502
Buildings and building improvements	14,052,870	4,987,027	-	-	19,039,897
Leasehold improvements	2,420,484	36,610	-	-	2,457,094
Vehicles and equipment	2,516,788	1,030,866	-	-	3,547,654
Furniture and fixtures	1,217,260	278,420	48,005	-	1,543,685
	22,851,721	7,659,106	48,005	-	30,558,832
Less accumulated depreciation	<u>9,668,227</u>	<u>2,962,114</u>	<u>3,616</u>	<u>-</u>	<u>12,633,957</u>
Property and equipment, net	<u>13,183,494</u>	<u>4,696,992</u>	<u>44,389</u>	<u>-</u>	<u>17,924,875</u>
Other assets					
Assets whose use is limited	66,390	-	-	-	66,390
Right of use lease assets, net - finance	383,621	15,233	-	-	398,854
Right of use lease assets, net - operating	652,344	10,172	-	-	662,516
Due from related parties	<u>152,735</u>	<u>863,621</u>	<u>-</u>	<u>(874,633)</u>	<u>141,723</u>
Total other assets	<u>1,255,090</u>	<u>889,026</u>	<u>-</u>	<u>(874,633)</u>	<u>1,269,483</u>
Total assets	<u>\$ 42,166,655</u>	<u>\$ 15,691,392</u>	<u>\$ 44,389</u>	<u>\$ (874,633)</u>	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combining Statement of Financial Position (Concluded)****June 30, 2023****LIABILITIES AND NET ASSETS**

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Current liabilities					
Current portion of long-term debt	\$ 420,000	\$ 162,000	\$ -	\$ -	\$ 582,000
Accounts payable	664,224	81,863	5,728	-	751,815
Accrued expenses	1,422,151	497,070	-	-	1,919,221
COVID-19 funding advances	215,805	-	-	-	215,805
Current portion of lease obligation - finance	85,765	5,174	-	-	90,939
Current portion of lease obligation - operating	<u>271,317</u>	<u>10,172</u>	<u>-</u>	<u>-</u>	<u>281,489</u>
Total current liabilities	<u>3,079,262</u>	<u>756,279</u>	<u>5,728</u>	<u>-</u>	<u>3,841,269</u>
Long-term liabilities					
Long-term debt, net of current portion and unamortized deferred financing costs	5,958,637	1,746,070	-	-	7,704,707
Due to related parties	744,264	114,317	16,052	(874,633)	-
Lease obligations - finance, net of current portion	299,555	10,275	-	-	309,830
Lease obligations - operating, net of current portion	375,639	-	-	-	375,639
Deferred compensation liability	<u>66,390</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,390</u>
Total long-term liabilities	<u>7,444,485</u>	<u>1,870,662</u>	<u>16,052</u>	<u>(874,633)</u>	<u>8,456,566</u>
Total liabilities	10,523,747	2,626,941	21,780	(874,633)	12,297,835
Net assets without donor restrictions	<u>31,642,908</u>	<u>13,064,451</u>	<u>22,609</u>	<u>-</u>	<u>44,729,968</u>
Total liabilities and net assets	<u>\$ 42,166,655</u>	<u>\$ 15,691,392</u>	<u>\$ 44,389</u>	<u>\$ (874,633)</u>	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combining Statement of Activities****Year Ended June 30, 2023**

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Changes in net assets without donor restrictions					
Revenue and support					
Residential services	17,093,993	8,861,571	-	-	25,955,564
Day services	6,866,911	1,856,019	-	-	8,722,930
Tuition revenue	12,536,000	2,422,312	-	-	14,958,312
Room and board	7,354,718	1,970,244	-	-	9,324,962
Ancillary revenue	3,068,005	-	-	-	3,068,005
Other support	813,802	111,475	-	-	925,277
Total revenue and support	\$ 47,733,429	\$ 15,221,621	\$ -	\$ -	\$ 62,955,050
Other revenue					
State nutrition program	56,197	-	-	-	56,197
Contributions	30,120	24	52,230	-	82,374
COVID-19 relief funding	603,685	391,511	-	-	995,196
Employee retention tax credit, net	5,819,833	2,109,938	-	-	7,929,771
Other revenue	392,616	116,232	24,842	(24,842)	508,848
Total revenue	54,635,880	17,839,326	77,072	(24,842)	72,527,436
Expenses					
Education and home life	34,633,807	11,268,894	35,644	-	45,938,345
General administration	9,407,524	2,205,526	18,819	(24,842)	11,607,027
Total expenses	44,041,331	13,474,420	54,463	(24,842)	57,545,372
(Loss) gain on sale of property and equipment	(16,560)	48,895	-	-	32,335
Change in net assets	10,577,989	4,413,801	22,609	-	15,014,399
Net assets, beginning of year	21,064,919	8,650,650	-	-	29,715,569
Net assets, end of year	\$ 31,642,908	\$ 13,064,451	\$ 22,609	\$ -	\$ 44,729,968

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Functional Expenses

Years Ended June 30, 2023

	Education and Home Life					General Administration					Total Expenses
	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Total Program Expenses	Mount Prospect Academy, Inc.	Vermont Permanency Initiative	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Total Supporting Expenses	
Salaries and wages	\$ 20,944,403	\$ 6,953,494	\$ -	\$ -	\$ 27,897,897	\$ 5,582,960	\$ 1,314,155	\$ 7,370	\$ -	\$ 6,904,485	\$ 34,802,382
Employee benefits	2,796,722	1,100,130	-	-	3,896,852	745,497	207,916	1,133	-	954,546	4,851,398
Payroll taxes	1,555,711	558,910	-	-	2,114,621	414,692	105,630	545	-	520,867	2,635,488
Total personnel costs	25,296,836	8,612,534	-	-	33,909,370	6,743,149	1,627,701	9,048	-	8,379,898	42,289,268
Advertising	11,861	2,254	-	-	14,115	3,162	426	-	-	3,588	17,703
Athletic transport and recreation	281,841	47,492	-	-	329,333	-	-	-	-	-	329,333
Auto repairs and leasing	173,442	57,902	-	-	231,344	42,280	10,428	-	-	52,708	284,052
Bad debts, net of recoveries	110,591	8,047	-	-	118,638	-	-	-	-	-	118,638
Consultation	107,315	13,302	-	-	120,617	28,606	2,514	-	-	31,120	151,737
Dues and subscriptions	39,211	1,812	55	-	41,078	10,452	343	-	-	10,795	51,873
Equipment rental and maintenance	110,820	17,187	-	-	128,007	29,540	3,295	-	-	32,835	160,842
Facilities rental expense	74,672	40	5,000	-	79,712	19,905	(40)	-	-	19,865	99,577
Farm	3,190	-	-	-	3,190	-	-	-	-	-	3,190
Supplies	1,003,086	494,531	254	-	1,497,871	267,384	93,463	-	-	360,847	1,858,718
Heating fuel	154,932	66,861	-	-	221,793	41,299	12,636	-	-	53,935	275,728
Home life supplies	231,075	48,703	-	-	279,778	61,596	9,205	180	-	70,981	350,759
Infirmary supplies	61,070	19,709	-	-	80,779	-	-	-	-	-	80,779
Insurance	352,210	126,427	19,273	-	497,910	93,885	23,894	-	-	117,779	615,689
Interest	264,282	83,345	-	-	347,627	70,447	15,752	6	-	86,205	433,832
Management fees	-	-	-	-	-	(56,099)	65,547	-	-	9,448	9,448
Materials and supplies	30,180	4,014	48	-	34,242	8,045	759	-	-	8,804	43,046
Office supplies	844,867	212,515	-	-	1,057,382	225,208	40,164	-	-	265,372	1,322,754
Other	177,275	15,913	184	-	193,372	47,254	3,008	523	-	50,785	244,157
Other occupancy costs	275,065	63,506	-	-	338,571	73,321	12,002	-	-	85,323	423,894
Pension contribution	352,655	113,842	-	-	466,497	94,004	21,515	-	-	115,519	582,016
Professional services	954,366	358,187	-	-	1,312,553	254,397	67,695	7,805	(24,842)	305,055	1,617,608
Real estate taxes	246,433	67,230	-	-	313,663	65,689	12,706	-	-	78,395	392,058
Repair and maintenance	294,200	68,987	-	-	363,187	78,422	13,038	-	-	91,460	454,647
Student clothing and personal items	158,148	37,897	642	-	196,687	472,117	36,660	-	-	508,777	705,464
Student educational supplies	272,610	23,900	6,572	-	303,082	-	-	-	-	-	303,082
Teacher training and development	547,025	124,017	-	-	671,042	145,815	23,438	804	-	170,057	841,099
Telephone	219,032	91,585	-	-	310,617	58,386	17,309	-	-	75,695	386,312
Travel	560,225	61,998	-	-	622,223	149,334	11,717	453	-	161,504	783,727
Utilities	319,569	61,834	-	-	381,403	85,184	11,686	-	-	96,870	478,273
Depreciation and amortization	1,105,723	363,323	3,616	-	1,472,662	294,742	68,665	-	-	363,407	1,836,069
Total	\$ 34,633,807	\$ 11,268,894	\$ 35,644	\$ -	\$ 45,938,345	\$ 9,407,524	\$ 2,205,526	\$ 18,819	\$ (24,842)	\$ 11,607,027	\$ 57,545,372

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses****Year Ended June 30, 2023**

	Vermont School for Girls
Revenue	
Vermont Department of Children & Families	\$ 2,895,265
Vermont Department of Mental Health	619,607
Vermont Department of Education	<u>460,664</u>
Total revenue	<u>3,975,536</u>
Expenses	
Salaries and wages (excluding school salaries)	1,647,501
Employee benefits	466,604
Consulting	10,715
Resident care	17,870
Food service	119,766
Supplies	15,845
Property	163,881
Household	43,426
Client transportation	21,231
General and administrative	177,662
School (including school salaries)	<u>963,706</u>
Total allowable expenses	3,648,207
Bad debt expense	<u>1,296</u>
Total expenses	<u>3,649,503</u>
Excess of revenue over expenses	<u>\$ 326,033</u>



Vermont Permanency Initiative, Inc

Board of Trustees

Robert Bannon

[Redacted]

[Redacted]

Amy Egbert

[Redacted]

[Redacted]

Tim Wolff

[Redacted]

[Redacted]

Andrew Ribolini

[Redacted]

[Redacted]

Kendall Turner

[Redacted]

[Redacted]

Laurae Baker

[Redacted]

[Redacted]

Non-Voting Officers:

Jeffrey Caron, President

[REDACTED]

[REDACTED]

[REDACTED]

Elected on:

Size: Large

Jeffrey Park, Secretary


[REDACTED]

[REDACTED]

[REDACTED]

Size: Large

Jeffrey S. Caron



Professional Experience

President and Executive Director, 2008-Present

Mount Prospect Academy: Plymouth, New Hampshire

- Responsible for admissions and discharge planning for 5 distinct intensive residential programs over northern New Hampshire serving over 250 students annually.
- Design and oversee programs
- Responsible for setting vision and mission
- Development of services to meet the changing needs of youth in the State of New Hampshire
- Curriculum development
- Treatment program development
- Assure compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF
- Directly supervise ten director-level employees to ensure a high quality of service

President, 2014 to Present

Vermont Permanency Initiative: Bennington, 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 Department
- Implement New Administrative Structure
- Oversee transition i.e., Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance, etc.
- Assure compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise Executive Directors to ensure a high quality of service
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the 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 Haverhill Academy: East Haverhill, 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 and VT DOE
- Coordinate and maintain clinical treatment, special education, medical service for Vermont DCF
- Manage annual operating budget of 3.5 million

Treatment Coordinator, 1996-1998

The Becket School: Pike, New Hampshire

- Designed and implemented Individual Treatment Plans; responsible 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

Master of Education, School Principal, 2001

Plymouth State College: Plymouth, NH

Master 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
- Honored recipient 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 Setter 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 Setter Conference

JOHN T. SEARS

PROFESSIONAL PROFILE

Skilled financial accounting professional with over thirty years of steady growth. Areas of expertise include leading the complete month-end close process, full balance sheet reconciliation, internal and external financial reporting, budgeting, forecasting, cash management, fixed assets, inventory, years of hands-on experience in many capacities in the hospitality industry.

PROFESSIONAL EXPERIENCE

MOUNT PROSPECT ACADEMY, Plymouth, NH

6/2021-Present

CHIEF FINANCIAL OFFICER

- Manage all aspects of the Business Office for a \$49 million academic, residential and community based non-profit
- Manage and train team of seven accountants in month-end close, balance sheet reconciliations, payroll, accounts payable, and accounts receivable
- Collaborate with related company colleagues on management and accounting topics
- Advise all fellow associates on financial and other matters
- Development and deployment of SOP's
- Responsible for compliance in several annual audits
- Maintain safe, positive, and friendly work environment

COLWEN HOTELS, Portsmouth, NH

1/2017-6/2021

DIRECTOR of HOTEL ACCOUNTING

- Manage and train team of three direct, two indirect reports who complete month end close/Balance Sheet reconciliation for portfolio of 32 hotels
- Maintaining budget, and forecast files for portfolio
- Review financials with General Managers monthly
- Deliver accurate, timely financial reporting package for 15 hotels monthly
- Collaborate with CFO in development and deployment of SOP's
- Manage Transition/Opening accounting checklist
- Mentor and train accounting staff

REGIONAL CONTROLLER

- Manage complete month end close/Balance Sheet reconciliation for portfolio of seven hotels
- Responsible for training and oversight of property accountants at full-service properties
- Responsible for accurate, timely full financial reporting to three different ownership groups
- Member of Advisory Committee, which develops and implements best practices and SOP's
- Responsible for Cash Management of 19 bank accounts including weekly reconciliation
- Perform monthly on-site training for hotel management staff
- File MA and NJ Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly

PYRAMID HOTEL GROUP LLC, Boston, MA

3/2014-1/2017

CENTRALIZED CONTROLLER

- Manage complete month end close/Balance Sheet reconciliation for four active, three inactive hotels
- Responsible for accurate, timely full financial reporting to four different ownership companies
- Responsible for Cash Management, including 26 bank accounts
- File MA, FL, AZ, HI Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly
- Perform Task Force assignments – due diligence, property take-over/disposition teams

CONTROLLER

- Member of the Executive Committee
- Manage an accounting staff of three associates for a \$11 Million, 293 room hotel featuring 189 Prime restaurant, Lobby Lounge, Characters Sports Bar, Conference Center, Room Service, and Gift Shop

- Responsible for accurate, timely financial reporting to ownership, including SOI, monthly forecast, and weekly productivity reporting
- Produce annual budget
- File MA Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly

HEI HOTELS & RESORTS, Embassy Suites - Waltham, MA

9/2013-3/2014

DIRECTOR of FINANCE

- Member of the Executive Committee
- Manage an accounting staff of three associates for an \$18 Million, 275 room hotel featuring full service Restaurant, Bar, and Conference Center, Suite Service, and Gift Shop revenue centers
- Responsible for accurate, timely financial reporting to ownership and management company, including Income Statement, Mid-month Reforecast, Daily Sales Report, and productivity reporting
- Produce annual budget
- File Massachusetts Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly

WEDGE HOTELS CORPORATION, Wyndham Boston/Chelsea, MA

3/2005-9/2013

CONTROLLER

- Member of the Executive Committee
- Managed an accounting staff of three associates for a \$6 Million, full service hotel, restaurant and bar
- Responsible for accurate, timely financial reporting to ownership
- Produce annual budget
- Performed Task Force - due-diligence, property takeover/disposition teams

THE ATKINSON RESORT & COUNTRY CLUB, Atkinson, NH

6/2003-3/2005

CONTROLLER

- Member of the Executive Committee, Marketing Committee, and Operations Committee
- Managed an accounting staff of six for a \$15 million Golf resort with Hotel and full F&B
- Responsible for accurate, timely financial reporting to ownership and quarterly audits by CPA firm
- Instituted the company's first budgeting and reconciliation
- Implemented Micros 3700 POS system.

MAST INDUSTRIES, INC., Andover, MA

1/2001-6/2003

SENIOR FINANCIAL ANALYST - Financial Reporting

- Produced internal and external consolidated financial reports for \$1.6 billion Company
- Audited and posted financial statements of foreign production offices and joint ventures to the G/L
- Member of Hyperion Enterprise consolidation software implementation team

WEDGE HOTELS CORPORATION, Raddison Hotel, Chelmsford, MA

1992-2001

- Assistant Controller (1998-1/2001)
- Staff Accountant (1997 - 1998)
- Accounts Payable Manager/General Cashier (1994 - 1997)
- Night Audit Supervisor (1992 - 1994)

RECOGNITION

- ACE Award - Pyramid Hotel Group, LLC Quarter 2, 2014 Best Flow-Thru %.
- ACE Award - Pyramid Hotel Group, LLC Quarter 3, 2014 Best Reporting Report Card
- "Yes There Is A Way" Award - MAST Industries Quarter 1, 2002. Hyperion database implementation
- "Most Valuable Manager" Award 1999 - Radisson Hotel & Suites

EDUCATION

- Bachelor of Science in Business Administration Plymouth State University, Plymouth, NH
- Associate of Business Science - Accounting Hesser College, Nashua, NH

LARA SAFFO



EXPERIENCE

2019 - PRESENT

CHIEF COMPLIANCE OFFICER, MOUNT PROSPECT ACADEMY, INC. AND THE VERMONT PERMANENCY INITIATIVE

Oversees and manages compliance issues within Mount Prospect Academy and the Vermont Permanency Initiative. Ensures that both MPA and VPI are in compliance with various legal and regulatory requirements and that employees are in adherence with internal procedures and policies. Managed CARF accreditation for both organizations.

2009 - 2019

COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

As the chief law enforcement official for Grafton County, directed and managed the prosecutorial office responsible for justice on behalf of the citizens of Grafton County. Sought and obtained funding to start new alternative sentencing programs, including mental health court, restorative justice for juveniles, and adult diversion. Successfully sought the expansion of drug court and the creation of an Alternative Sentencing Department in Grafton County. Specialized in domestic violence and sexual assaults, leading initiatives in both areas. Founding member and prosecution representative of Grafton County's Child Advocacy Center for over a decade. Expanded victim witness assistance to include misdemeanor level courts.

2004 - 2009

ASSISTANT AND DEPUTY COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

Initially hired as the Violence Against Woman's Act prosecutor, then promoted to Deputy County Attorney. Responsible for prosecution of felony level crimes and working with over thirty law enforcement agencies on the state and federal level. Networked and collaborated with multiple agencies, including Crisis Support Services.

1999 - 2004

ASSOCIATE ATTORNEY, VAN DORN AND CURTISS, PLLC, ORFORD, NEW HAMPSHIRE

An associate attorney in a boutique law firm specializing in personal injury claims ranging from motor vehicle collisions to torts committed by governmental entities. Civilly represented victims of sexual assault.

EDUCATION

MAY 1992

J.D., Vanderbilt University School of Law
Nashville, Tennessee

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Dean's List, Andrew Ewing finalist
Visiting Semester in Environmental Studies, Vermont Law School
American Jurisprudence Award, Water Law

JUNE 1988V

B.A., Fairfield University
Fairfield, Connecticut
Major in History, Minor in Latin American Caribbean Studies
Semester abroad in Spain

1988 - 1989

VOLUNTEER, JESUIT VOLUNTEER CORP

Phoenix, Arizona.
As a member of the Jesuit Volunteer Corp, full time volunteer at the Chrystal Shelter Against Domestic Violence. Also volunteered at Phoenix's homeless shelter, that served over a thousand people in the winter.

TEACHING EXPERIENCE

2011 – present adjunct faculty member, Plymouth State University, Plymouth, New Hampshire. Past adjunct faculty member, White Mountains Community College. Taught a variety of criminal justice classes, including: Individual and the Law, Introduction to Criminal Justice, Juvenile Justice, Criminal Procedure and Criminal Law.

GRANT WRITING EXPERIENCE

Successfully applied for and received grants totaling over a million dollars for Grafton County, NH. Grants awarded included \$300,000 (three year) from the US Department of Justice to start the Grafton County Mental Health Court, \$450,000 (three year) grant to fund a part time adult sexual assault coordinator and two full time roving advocates for two of Grafton County's three advocacy programs. Part of a team that drafted grants to create an adult sexual assault investigator position for New Hampshire's rural counties as well as to obtain funding to start a Human Trafficking Coalition.

PROTOCOL DRAFTING EXPERIENCE

On the team that wrote New Hampshire's Adult Sexual Assault Protocols and the draft Human Trafficking Protocols. Reviewed and presented on New Hampshire's Child Sexual Assault Protocols.

AWARDS

- Everyday Hero Award, Grafton County Child Advocacy Center (2018)
- Hall of Fame, NH Coalition Against Domestic and Sexual Violence (2014)
- NAMI New Hampshire's System Change Award (2013)
- Carole Estes Community Leader Award, Cady, Inc. (2012)
- United Way "Live United" Public Sector Leadership Award (2010)
- Annual award: The Grafton County Drug Court (2010)
- NH County Attorney of the Year (2010)

JACK RACETTE



EXPERIENCE

7/26/2020- PRESENT

DIRECTOR OF OPERATIONS, VERMONT PERMANENCY INITIATIVE INC.

- Responsible for supervision of all Department Directors/ Supervisors.
- Responsible for all the facilities
- Functions are part of Admission/ Intake team.
- Responsible for daily operations of Treatment Program

1/2013 – 7/2020

PROGRAM COORDINATOR, VERMONT PERMANENCY INITIATIVE INC.

Supervise Night Awake staff, Para-Educators. Staff scheduling, run daily routines in the dorms, provide support to academic programming.

7/1995- 12/2012: Childcare Worker, Bennington School Inc.

Supervise direct care staff, staff scheduling, run activities, overall running of the dorm

EDUCATION

1/1984-5/1985

NORTH ADAMS STATE COLLEGE

9/1983-12/1983

BRIDGEWATER STATE COLLEGE

SKILLS

- Patience
- Attunement
- Time Management
- Supervision
- Organization

ACTIVITIES/ OTHER

Drury High School Boy's Basketball Coach

Paige Canalini

Don't Wait For The Perfect Moment, Take The Moment And Make It Perfect

Education/Certifications

Equilateral Training , Bennington, VT Equine Specialist and EMDR Provider	<i>June 2019</i>
EMDR Training , Bennington, VT Part 1 & 2 Trained	<i>September 2018</i>
Syracuse University , Syracuse, NY Masters in Social Work	<i>December 2017</i>
Trauma-focused CBT , Online, Syracuse, NY Component of Child/Adolescent trauma course	<i>August 2017</i>
Hudson Valley Community College , Troy, NY Non-Matriculating Student	<i>January 2015-December 2015</i>
Professional Association of Therapeutic Horsemanship , Old Lyme, CT Certified Riding Instructor	<i>January 2014</i>
Stonehill College , North Easton, MA Bachelor of Science Sociology: Youth & Family Services Concentration	<i>May 2012</i>

Relevant Experience

Vermont Permanency Initiative

Clinician *June 2019-Present*

- Provide individual and family therapy, in person and virtual
- Complete intake assessments
- Write psychosocial assessment and develop treatment plan
- Collaborate with integrative treatment team
- Develop discharge recommendations
- Write monthly progress reports and daily case notes
- Provide on call, crisis and safety assessments
- Attend ECA daily meeting-liaison between school and SVMC (April 2019)
- Clinical team lead, 'Go-To' (January 2021)

Family Therapist *July 2018-June 2019*

- Create and implement family assessment
- Provide in person and virtual family sessions
- Collaborate with integrative treatment team
- Document monthly progress reports, daily case notes, and court reports

Permanency Coordinator *December 2017-July 2018*

- Work with students and staff to provide support in the milieu
- Facilitate Individual Treatment Plan meetings (ITP)
- Point of contact for student's family and external team members
- Coordinate and support visits, meetings, and court contact

- Document ITP, monthly progress reports, and daily case notes
- Implement ARC model in interactions with all students, families, and co-workers

From the Ground Up Therapeutic Riding Program

Therapeutic Riding Instructor

September 2017-December 2017

- Assess and evaluate rider skills and goals
- Develop and implement individualized goals and objectives
- Conduct safe mounted and unmounted instruction
- Facilitate and support instruction of lesson volunteers
- Conduct volunteer training
- Document client progress

The Salvation Army, Syracuse, NY

June 2017-December 2017

Emergency Family Shelter Resident Manager

- Client support and engagement
- Maintain shelter policies and procedures
- Documentation of client narratives and other required paperwork
- Utilize trauma informed de-escalation skills

St. Joseph's Personalized Recovery Oriented Services

Recovery Coach, Clinical Intern

May 2017-December 2017

- Complete client intake and assessment
 - Psychosocial, suicide, substance use, community goals, and diagnosis
- Provide hourly clinical sessions to client caseload
- Cover psychoeducational groups
- Develop and implement clinical equine therapy group
 - Trauma focused PTSD group
- Complete and update Individualized Recovery Plans
- Documentation per program policy

The Salvation Army, Syracuse, NY

Preventive Services Intern

September 2016-May 2017

- Case management
- Documentation of services
- Coordination of service providers
- Client engagement

Board of Cooperative Educational Services, Washington County, NY

Substitute Teacher

September 2015-June 2016

- Classroom supervision of high school students
- Manage teacher lesson plans
- Identify needs of special education students and support the in the classroom setting
- Document the student's progress and completed work for the returning teacher

Vermont Permanency Initiative, Bennington, VT

Adventure Educator

January 2013-Septemeber 2015

- Engaged groups of 3-8 teenage students in various outdoor activities; they participated in hiking, biking, geocaching, horseback riding, swimming, soccer, softball, football, kayaking, ropes course, camping, and yoga

- Utilized the activity to help the students develop support and communication with other staff and students
- Encouraged students to identify their strengths and learn to advocate for their needs
- Observed groups of 3-6 students with horses to assess needs and develop a working relationship with the students
- Employed skills on a therapeutic ropes course to initiate these relationships in new and challenging environments

Relevant Training

ARC GROW Virtual Training , Bennington, VT Family Therapy, Parent Skill Building Curriculum	<i>August 2020</i>
Keep SAFE Online Training , Syracuse, NY The Salvation Army	<i>December 2016</i>
Strengthening Families Framework , Syracuse, NY The Salvation Army	<i>September 2016</i>
• Used to evaluate strengths and needs of clients in provision of services	
Mandated Reporter Online Training , Syracuse, NY Syracuse University	<i>September 2016</i>
Attachment, Regulation, Competency Trauma Training , Bennington, VT ARC Certified Employee	<i>November 2014</i>

TAMARA L. SHUPKA

To enhance my skills in the Human Resource field, concentrating on building skills in Cultural Diversity and Recruitment/ Retention.

EXPERIENCE

1/29/17- PRESENT

DIRECTOR OF HUMAN RESOURCE, VERMONT PERMANENCY INITIATIVE INC.

Responsible for overseeing/ processing payroll for VPI, recruiting/ interviewing/ hiring and onboarding staff, orientation, and training of staff, maintaining compliance in areas of trainings, background, and MVR checks

6/2011 – 1/2017

RESIDENTIAL COORDINATOR, VERMONT PERMANENCY INITIATIVE INC.

Responsible for scheduling of staff, ensuring proper ratios are met, daily operations of the campus, crisis intervention, training, and supervision of staff.

2/1998-6/2011- Residential Supervisor, Hillside Children's Center

EDUCATION

2023

CORNELL UNIVERSITY

EMPLOYEE RELATIONS AND INVESTIGATIONS CERTIFICATE

MAY 2016

DEVRY INSTITUTE

3.8 GPA, classes included: Statistics, Computer programming basics, web design basics, Public Speaking

MAY 2005

FINGER LAKES COMM. COLLEGE

3.9 GPA, classes included: Into to Psychology, A&P, Sociology, Abnormal Psychology, Interviewing and Counseling.

SKILLS

- Listening
- Attunement
- Time Management
- TCI Trainer
- Organization

ACTIVITIES

Volunteer Soccer Coach/ Coordinator for Village of Seneca Falls, NY 1991-2010

RHONDA CARON

QUALIFICATIONS

I have comprehensive knowledge that covers pediatric, public health and mental health nursing. I have leadership qualities and the ability to work both independently and collaboratively to help manage health programs effectively and advocate for needed change. I have strong interpersonal skills and enjoy working with children, teens, family members, educators and administrators to create the best possible school health care.

EDUCATION

1999-2001 General studies, Southern Vermont College
2001-2002 Practical Nurse Certificate, Vermont Technical College
2001- 2003 Associates Degree Liberal Studies, Community College Of Vermont

OTHER CERTIFICATION

American Heart Association Basic Life Support Instructor

EMPLOYMENT

4/2005- 2013 Bennington School, Bennington, Vermont

Nursing Director

Provided nursing care and health counseling to youth with chronic illnesses, disabilities, and mental health conditions. Check all youth involved in any incident report and document accordingly. Oversee the general health and safety of youth. Administer medications to youth as needed including routine immunizations. Oversee the delivery from the pharmacy and distribution of medications to dormitory medication rooms. Maintain electronic medication administration record. Maintain medication areas and re-supply as needed. Assist physicians for medical and psychiatric visits. Institute medical orders and all follow-up care. Manage youth health records and data as confidential records. Communicate with families and agencies to keep them informed of health-related youth specific issues. Arrange for medical/dental/vision/surgical/hearing procedures as needed. Function as liaison between agencies and health care providers. Communicate with the team concerning changes in the medical status of youth. Work with school administrators to create an environment that meets the physical, mental, and emotional needs of youth. Supervising and overseeing the nursing staff. Implementing and enforcing policies and procedures for the nursing department and residential program. Developing and managing the budget for the nursing department. Maintaining high standards of care and ensuring compliance with regulations

2013 - present Current Vermont Permanency Initiative, VPI, Bennington Vermont

Nursing Director

Provided nursing care and health counseling to youth with chronic illnesses, disabilities, and mental health conditions. Check all youth involved in any incident report and document accordingly. Oversee the general health and safety of youth. Administer medications to youth as needed including routine immunizations. Oversee the delivery from the pharmacy and distribution of medications to dormitory medication rooms. Maintain electronic medication administration record. Maintain medication areas and re-supply as needed. Assist physicians for medical and psychiatric visits. Institute medical orders and all follow-up care. Manage youth health records and data as confidential records. Communicate with families and agencies to keep

them informed of health-related youth specific issues. Arrange for medical/dental/vision/surgical/hearing procedures as needed. Function as liaison between agencies and health care providers. Communicate with the team concerning changes in the medical status of youth. Work with school administrators to create an environment that meets the physical, mental, and emotional needs of youth. Supervising and overseeing the nursing staff. Implementing and enforcing policies and procedures for the nursing department and residential program. Developing and managing the budget for the nursing department. Maintaining high standards of care and ensuring compliance with regulations

1997-2007 Centers for Living and rehabilitation

LPN, Unit Coordinator,

Responsibilities include coordinating appointments for all patients throughout the building. Coordinate transportation for patients to and from appointments. Transcribe physician orders. Enter all patient information into the computer. File all patient records. Ensure Medicare approvals are properly charted and completed. Facilitate and follow through all discharges. Make sure all patients have their medication, home health services, medical equipment, and any other needs the patient may need to be successful at home. Interact with family members ensuring customer satisfaction. Answer the telephone and direct calls to proper location. Provide nursing treatments, interventions in a safe manner. Provide phlebotomy skills as needed. Provide patient and family education. Maintain safe environment for patient, family and staff. Order medical and office supplies and track billing. Managing a thirty bed floor, pass medication, dressing changes, diagnostic test. Delegate tasks to Licensed Nursing Aids, follow up on delegations. Provide safe comfortable environment for residents.

1999-2002 South Western Vermont Medical Center.

Supportive off Schedule Services

Responsibilities include first responder to any emergency procedures. Perform diagnostic procedures as delegated. Assist with imaging exams, transport of patient, and transport of medical supplies. Assist with emergency caesarean section as a support person. Transport specimens and blood products to and from the floors. Retrieving medical records as needed.

Admitting Clerk/Switchboard Operator

Responsibilities Include, Checking patient demographics. Obtain authorization approvals for Medicaid patients. Coordinate rooms for patients being admitted. Answering phones and dispatch for Pownal rescue. Paging overhead emergencies e.g. fire, and full codes.

2003-2005 Licensed Practical Nurse, Green Mountain Women's Health.

My responsibilities include; Initial assessment of patient. Collect subjected and objective data. Schedule surgery and diagnostic testing as ordered. Maintain patient charts. Phlebotomy, order labs, and send patient specimen. Order supplies for the office. Coordinate provider schedule. Phone triage for patients with concerns. Obtain prior authorization for medical procedures. Sterilizing reusable supplies and set sterile field for in office procedures. Training new employees and delegating tasks to others to ensure that patient care is carried out properly.

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jeff Caron, M.Ed., C.A.G.S.	President & Exec Director	\$60,997
John Sears, C.F.O.	Chief Financial Officer	\$20,970
Jack Racette	Director of Operations	\$69,925
Paige Canalini	Director of Clinical Services	\$42,848
Rhonda Caron	Director of Health Services	\$47,782
Tamara Shupka	Director of Human Resources	\$47,782
Lara Saffo	Chief Compliance Officer	\$27,141

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Sibillette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$76,080,859.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	8,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

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Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,295,033.00	5,295,033.00	5,295,033.00	15,895,099.00
Total:		\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$76,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 - OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

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and the Honorable Council
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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

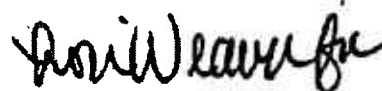
- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	86

Reviewers Name and Title

- 1 Robert Roder, Administrator for DCYF
- 2 Richard Serecs, Administrator for DCYF
- 3 Shawn Blakey, Program Specialist IV, CBH
- 4 Paige Morgan, Youth Voice
- 5 Tania Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DGH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	83
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	73
4	Home for Little Wanderers	Keane House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spoarding Academy & Family Services	Spoarding	81
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tania Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP 2021-004-18-RES-0		
LEVEL OF CARE	Proposed Name	Location	INITIAL COST
Level 3			
1	Overseas Foundation	Dover/Norfolk Level 3 Intensive	75
2	Center Base	FJ Boys - Intensive	80
3	Center Base	Lancaster - Intensive	80
4	Center Base	Zachary - Intensive	80
5	Center Base	FJ Kids - Intensive	80
6	Center for LBSA Waiver	Warren	75
7	Mount Prospect Academy, Inc.	Warren	84
8	Mount Prospect Academy, Inc.	Option A Ada Waiver	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PBS Runway	84
11	Mount Prospect Academy, Inc.	Option A Burm's Point	86
12	Mount Prospect Academy, Inc.	Option C Carl Hampton	86
13	Mount Prospect Academy, Inc.	Option C Carl Pike	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campus	86
15	Pine Haven Boys Center	Pine	78
16	Speaking Academy & Family Services	ESP	85
17	Speaking Academy & Family Services	HSP	85
18	Speaking Academy & Family Services	ISP	85
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Warren	83
22	Support Permanency Initiative, Inc.	Warren	81
23	Whisper Academy Inc.	Option A	83

Additional Items and Title

- 1 Ann Leitch, Program Specialist IV, CBH
- 2 Paula Rhoad, Program Specialist IV, CBH
- 3 Karleen Tobin, Program Specialist IV, CBH
- 4 Jessica Kinsinger, Administrator, DCYF
- 5 Kara Leonard, Administrator, DCYF
- 6 Denise Landon, Program Specialist IV



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE			
Residential Treatment Services for Children's Behavioral Health			
PROJECT ID NUMBER			
RFP-2021-DBH-12-RESID			
LEVEL OF CARE			
Level 4			
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	63
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Plus	69
3	Mount Prospect Academy, Inc.	Option D ERT Campton	66
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	66
5	St. Anns Home, Inc.	Option B CBAT	61
6	St. Anns Home, Inc.	Option C ICBAT	67
7	Vermont Permanency Initiative, Inc.	Vermont	65
8	Youth Opportunities Upheld Inc.	Option C ICBAT	69
9	Youth Opportunities Upheld Inc.	Option C ICBAT	68
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	65

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Ungaroff, Director for CBH
- 4 Rebecca Frederic, Administrator, DOE
- 5 Terrie Godfredson, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

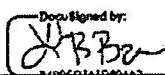
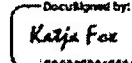
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Vermont Permanency Initiative, Inc.		1.4 Contractor Address 192 Fairview Street, Bennington, VT 05201	
1.5 Contractor Phone Number (802) 447-1557 Ext:104	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$15,885,009
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 7/16/2021		1.12 Name and Title of Contractor Signatory Laura Baker Vice President	
1.13 State Agency Signature  Date: 7/16/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 7/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS
LB
Date 7/16/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

LB

Date 7/16/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.3. Paragraph 9, Termination, is amended by modifying subparagraph 9.1. to read:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by a minimum of 90 day written notice to the State that the Contractor is exercising its option to terminate the Agreement. Notwithstanding the foregoing, the Parties agree that the contract will not terminate until such time as all children have been successfully transitioned: Because this Agreement covers multiple programs, it is understood that the Contractor may terminate on a program specific basis.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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- 1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.
 - 1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.
- 1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

- 1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.
- 1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.
- 1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.
- 1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA-135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. **Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within ten (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	VPI NESFG	Bennington, VT	5	N/A
Reserved				
Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute	VPI NESFG	Bennington, VT	24	N/A
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted

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- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

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2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

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- 2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.7.6. **Transportation**
 - 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.7.6.1.4. Recreation (clubs, sports, work).

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- 2.7.6.1.5. Family and sibling visits.
- 2.7.6.1.6. Other as required by the individual's treatment plan.
- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Reserved

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2.9. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

2.9.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

- 2.9.1.1. Stabilize and treat the acute symptoms,
- 2.9.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,
- 2.9.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or
- 2.9.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.9.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

- 2.9.2.1. Simulated everyday community living in a safe, therapeutic environment
- 2.9.2.2. A family-centered focus that is reflected in the program's milieu.
- 2.9.2.3. Highly structured treatment on a 24/7 basis,
- 2.9.2.4. Structured and safe, therapeutic milieu environment,
- 2.9.2.5. Medication Monitoring and management,
- 2.9.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.9.2.7. Concentrated individualized treatment protocol.
- 2.9.2.8. Specialized assessment and treatment services.
- 2.9.2.9. Community Supports.
- 2.9.2.10. Access to public school education and/or an approved special education program on site or subcontracted.
- 2.9.2.11. Specialized social services.
- 2.9.2.12. Behavior management.
- 2.9.2.13. Recreation.

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- 2.9.2.14. Clinical Services.
- 2.9.2.15. Family Services.
- 2.9.2.16. Vocational Training.
- 2.9.2.17. Medication Monitoring, as clinically indicated.
- 2.9.2.18. Crisis Intervention.

2.9.3. Staffing

2.9.3.1: The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.9.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.9.3.2.1. Direct Care Staff/Milieu:

2.9.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.9.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building.

2.9.3.2.2. Clinical Services

2.9.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.9.3.2.2.2. Clinical ratio: 1:6

2.9.3.2.2.3. Family Therapist 1:6

2.9.3.2.2.4. Family Worker 1:8

2.9.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.9.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.9.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.9.3.2.3. Medical Care:

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- 2.9.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.
- 2.9.3.2.3.2. Availability of prescriber/psychiatry on site.
- 2.9.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.9.4. Supported Visits

- 2.9.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.
- 2.9.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.9.5. Educational Services

- 2.9.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.9.5.2. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education.
- 2.9.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.9.5.3.1. Transitional Services.

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- 2.9.5.3.2. Vocational Services.
- 2.9.5.3.3. Formal Education.
- 2.9.5.3.4. Training Programs.
- 2.9.5.3.5. Independent Living Skills.
- 2.9.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.9.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.9.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.9.6. Transportation

- 2.9.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.9.6.1.1. Court Hearings.
 - 2.9.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.9.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.9.6.1.4. Recreation (clubs, sports, work).
 - 2.9.6.1.5. Family and sibling visits.
 - 2.9.6.1.6. Other as required by the individual's treatment plan.
- 2.9.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.9.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.9.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

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2.9.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.9.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.9.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.9.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200; and are in good working order.

2.9.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.9.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent

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of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. New England School for Girls (NESFG) Level 3: Intensive Treatment

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation *The supervisor is included in the ratio*
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation *The awake supervisor is included in the ration*
Clinical Ratio	1:8	1:6
Family Worker	1:8	No Variation/Permanency Coordinator
Family Therapist	1:8	No Variation
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	See Family worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Consultant
Nursing Staff	24/7, available, and shall be onsite regularly	LPN or RN

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Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Other	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.5.1.2.2. Gender Identity;
- 3.5.1.2.3. Aggressive behavior;
- 3.5.1.2.4. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.5. Problematic Sexual Behavior;
- 3.5.1.2.6. Eating Disorder;
- 3.5.1.2.7. Human Trafficking;

3.6. Reserved

3.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

3.7.1. New England School for Girls (NESFG) Level 4 Subacute Treatment

3.7.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:1 to 1:2
Direct Care 2nd shift	Milieu 1:2	1:1 to 1:2 *Supervisor are included in the ratio*

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Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	No Variation *floating night supervisor is included in ratio*
Clinical Ratio	1:6	No Variation
Family Worker	1:8	No Variation/Permanency Worker
Family Therapist	1:6	No Variation
Transportation	Not Required	1:28
Case Manager	1:8 or see Family Worker	See Permanency Worker
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	LPN or RN
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not Allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.7.1.2.1. Gender Identity;
- 3.7.1.2.2. Aggressive behavior;
- 3.7.1.2.3. Episodes Moderate Self-Injurious Behaviors;
- 3.7.1.2.4. Problematic Sexual Behavior;
- 3.7.1.2.5. Eating Disorder;
- 3.7.1.2.6. Human Trafficking;

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3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated.

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)

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Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

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5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child

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Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

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- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
 - 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
 - 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
 - 6.2.2.10. Adjusting program delivery.
 - 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model, as specified in XYZ.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

- 6.2.4.1. Actions to be taken to correct each deficiency;
- 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
- 6.2.4.3. A time line for implementing the actions above;
- 6.2.4.4. A monitoring plan to ensure the actions above are effective; and

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
- 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
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the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day	\$451.14
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day	\$451.14
Education for Non-IEP eligible youth per day	\$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day	\$704.99
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day	\$704.99
Education for Non-IEP eligible youth per day	\$170.10

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: \$15,885,099.00

4.5.2. SFY 22: \$5,295,033.00

4.5.3. SFY 23: \$5,295,033.00

4.5.4. SFY 24: \$5,295,033.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

7/16/2021

Date

DocuSigned by:

Name: Laurie Baker

Title: vice President



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/16/2021

Date

DocuSigned by:

Name: Laurie Baker

Title: Vice President

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Date 7/16/2021



New Hampshire Department of Health and Human Services
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

7/16/2021

Date

DocuSigned by:

Name: Laurie Baker

Title: vice President

Contractor Initials

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Date 7/16/2021



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/16/2021

Date

DocuSigned by:

Name: Laura Baker

Title: Vice President

Exhibit G

Contractor Initials

LB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1:3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

7/16/2021

Date

DocuSigned by:

Name: Laurie Baker

Title: Vice President



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

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Date 7/16/2021



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials LB

Date 7/16/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State of New Hampshire by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

7/16/2021

Date

VPI

Name of the Contractor

LB Baker

Signature of Authorized Representative

Laurae Baker

Name of Authorized Representative

vice President

Title of Authorized Representative

7/16/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/16/2021

Date

DocuSigned by:

Name: Laura Baker

Title: vice President

Contractor Initials

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LB

Date 7/16/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 46-1549267

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11: Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities; and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. **Data Security. Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Webster House ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), as amended on June 28, 2023 (item #43), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,075,103
3. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
4. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
5. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
6. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
7. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
8. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than

seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

9. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:
 - 1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.
10. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:
 - 1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:
 - 1.13.14.1. There are no openings at the time of referral;
 - 1.13.14.2. The age of the referred child is greatly different than the current milieu;
 - 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
 - 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
 - 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or
 - 1.13.14.6. The individual's needs fall well outside the program model.
11. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:
 - 1.19.4.1. Twenty-four (24) hour services.
12. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:
 - 1.19.5.5. Previous assessments which have been completed including, but not limited to:
 - 1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.
 - 1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.
 - 1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.
13. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:
 - 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.
14. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:
 - 1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.
15. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:
 - 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:
 - 1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

16. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and
 - 1.26.2.1.3. Scheduled work for the upcoming week; and
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.

17. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

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Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

18. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

19. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

MO

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)
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20. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

21. Modify Exhibit C, Payment Terms, Subsection 4.1., to read:

- 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.
 - 4.1.1.

Program – Webster House Level 2	
Residential for eligible youth per day effective 7/1/2021 to 6/30/2022	\$327.08
Residential for eligible youth per day effective 7/1/2022 to 6/30/2023	\$369.39
Residential for eligible youth per day effective 7/1/2023	\$450.95

- 4.1.2. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

22. Modify Exhibit C, Payment Terms, Subsection 4.5, to read:

- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal

year is as follows:

4.5.1. Sub-total: \$4,892,580.00

4.5.2. SFY 22: \$705,564.00

4.5.3. SFY 23: \$2,144,148.00

4.5.4. SFY 24: \$1,021,434.00

4.5.5. SFY 25: \$1,021,434.00

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023

Date

DocuSigned by:

Katja S. Fox

2A0EEC7D61824E3

Name: Katja S. Fox

Title: Director

Webster House

11/22/2023

Date

DocuSigned by:

Michelle Omalley

8528B54A835F4AA...

Name: Michelle Omalley

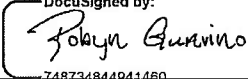
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/28/2023

Date

DocuSigned by:

748734844041480
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEBSTER HOUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 25, 1897. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68720

Certificate Number: 0006239549



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Sara Janes Hoag

I, _____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Webster House _____
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 19, 2023____, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That ___Michelle O'Malley, CEO_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _Webster House_____ to enter into contracts or agreements with the State
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/6/2023


Signature of Elected Officer
Name: Sara Janes Hoag
Title: Board President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY LLC 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Donna Bickford PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: dbickford@rowleyagency.com														
INSURED Webster House 135 Webster St. Manchester NH 03104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Acadia Insurance Company</td> <td style="text-align: center;">31325</td> </tr> <tr> <td>INSURER B: CompSigma</td> <td></td> </tr> <tr> <td>INSURER C: CapSpecialty</td> <td style="text-align: center;">0022</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acadia Insurance Company	31325	INSURER B: CompSigma		INSURER C: CapSpecialty	0022	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 23-24 all lines **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA5558109	07/14/2023	07/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5558110	07/14/2023	07/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5558111	07/14/2023	07/14/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HCHS20230000590 - NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional - claims made form			HS2023214201	07/14/2023	07/14/2024	General Aggregate \$2,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 covering group home operations

CERTIFICATE HOLDER State of NH-Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Webster House Children's Home

Mission: To provide a safe, supportive home for children who are unable to live at home primarily for reasons of abuse, neglect or difficulties in the community.

WEBSTER HOUSE
FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2022 AND 2021

**WEBSTER HOUSE
FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

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PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

August 28, 2023

To the Board of Directors
of the Webster House

Opinion

We have audited the accompanying financial statements of the Webster House (a nonprofit organization), which comprise the statements of financial position as of December 31, 2022 and 2021, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Webster House as of December 31, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Webster House and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Webster House's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an

auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Webster House's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Webster House's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*F. G. Briggs, Jr., CPA
Professional Association*

WEBSTER HOUSE
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2022 AND 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Assets		
Cash and equivalents	\$ 161,917	\$ 134,300
Accounts receivable	108,868	56,250
Grants receivable	20,000	40,000
Prepaid expenses	17,661	10,394
Investments in marketable securities	5,645,714	7,603,783
Beneficial interests in perpetual trusts	163,813	204,498
Land, building and equipment, net	<u>712,127</u>	<u>497,156</u>
TOTAL ASSETS	<u>\$ 6,830,100</u>	<u>\$ 8,546,381</u>

LIABILITIES AND NET ASSETS

	<u>2022</u>	<u>2021</u>
Liabilities		
Accrued expenses	\$ 63,470	\$ 47,752
Accounts payable	16,686	19,466
Note payable	<u>177,268</u>	<u>-</u>
Total Liabilities	<u>257,424</u>	<u>67,218</u>
Net Assets		
Net assets without donor restrictions	<u>1,593,861</u>	<u>1,763,963</u>
Net assets with donor restrictions		
Purpose restricted	193,107	883,752
Perpetual in nature	<u>4,785,708</u>	<u>5,831,448</u>
Net assets with donor restrictions	<u>4,978,815</u>	<u>6,715,200</u>
Total Net Assets	<u>6,572,676</u>	<u>8,479,163</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,830,100</u>	<u>\$ 8,546,381</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	\$ 249,586	\$ 286,328
Fees and grants from governmental agencies, recurring	604,131	643,830
Fees and grants from governmental agencies, non-recurring	51,283	20,850
Program fees	12,176	-
Contributions of nonfinancial assets	62,588	30,062
Contributions of services	1,950	2,318
Investment income/(loss)	(279,495)	101,035
Charitable gaming, net of direct expenses of \$6,250 for 2022	57,524	78,408
Special event, net of direct expenses in the amount of \$9,644 for 2022	103,084	-
Total Unrestricted Support, Revenues and Gains	<u>862,827</u>	<u>1,162,831</u>
Net Assets Released from Restrictions	<u>872,853</u>	<u>234,627</u>
Total Unrestricted Support, Revenues, Gains and Reclassifications	<u>1,735,680</u>	<u>1,397,458</u>
Expenses		
Program Services		
Room, board, care and support	1,554,357	1,377,293
Supporting Services		
Fundraising	100,623	37,044
Management and general	250,802	217,642
Total Supporting Services	<u>351,425</u>	<u>254,686</u>
Total Expenses	<u>1,905,782</u>	<u>1,631,979</u>
Change in Net Assets without Donor Restrictions	<u>(170,102)</u>	<u>(234,521)</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	138,974	128,512
Investment income/(loss)	(1,002,506)	714,464
Total Donor Restricted Support, Revenues and Gains	<u>(863,532)</u>	<u>842,976</u>
Net Assets Released from Restrictions	<u>(872,853)</u>	<u>(234,627)</u>
Change in Net Assets with Donor Restrictions	<u>(1,736,385)</u>	<u>608,349</u>
Change in Net Assets	<u>(1,906,487)</u>	<u>373,828</u>
Net Assets, Beginning of Year	8,479,163	8,105,335
Net Assets, End of Year	<u>\$ 6,572,676</u>	<u>\$ 8,479,163</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund- raising	Management and General	Total Supporting Services	2022
Employee Compensation					
Salaries and wages	\$ 1,061,846	\$ 78,655	\$ 170,420	\$ 249,075	\$ 1,310,921
Payroll taxes	84,997	6,296	13,642	19,938	104,935
Benefits - group health	113,595	8,414	18,232	26,646	140,241
	<u>1,260,438</u>	<u>93,365</u>	<u>202,294</u>	<u>295,659</u>	<u>1,556,097</u>
Insurance	24,720	1,831	3,967	5,798	30,518
Utilities	31,280	673	1,681	2,354	33,634
Provisions	49,461	-	-	-	49,461
Transportation	8,365	85	86	171	8,536
Program activities	16,798	-	-	-	16,798
Repairs and maintenance	21,702	467	1,166	1,633	23,335
Advertising	2,893	62	156	218	3,111
Household supplies and expenses	5,144	111	276	387	5,531
Office supplies and expenses	24,367	1,138	2,467	3,605	27,972
Professional services	7,150	1,371	35,056	36,427	43,577
Allowance and jobs	11,774	-	-	-	11,774
Telephone	5,997	444	963	1,407	7,404
Clothing	130	-	-	-	130
Staff training	30,705	-	-	-	30,705
Christmas and other gifts	3,035	-	-	-	3,035
School supplies and expense	65	-	-	-	65
Medical expense	295	-	-	-	295
Interest	1,306	28	70	98	1,404
Total expenses before depreciation	<u>1,505,625</u>	<u>99,575</u>	<u>248,182</u>	<u>347,757</u>	<u>1,853,382</u>
Depreciation	48,732	1,048	2,620	3,668	52,400
Total expenses	<u>\$ 1,554,357</u>	<u>\$ 100,623</u>	<u>\$ 250,802</u>	<u>\$ 351,425</u>	<u>\$ 1,905,782</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2021

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund- raising	Management and General	Total Supporting Services	2021
Employee Compensation					
Salaries and wages	\$ 937,508	\$ 22,059	\$ 143,384	\$ 165,443	\$ 1,102,951
Payroll taxes	70,634	1,662	10,803	12,465	83,099
Benefits - group health	74,225	1,746	11,352	13,098	87,323
	<u>1,082,367</u>	<u>25,467</u>	<u>165,539</u>	<u>191,006</u>	<u>1,273,373</u>
Insurance	37,814	890	5,783	6,673	44,487
Utilities	23,723	510	1,276	1,786	25,509
Provisions	41,454	-	-	-	41,454
Transportation	7,698	79	78	157	7,855
Program activities	25,890	-	-	-	25,890
Repairs and maintenance	29,396	632	1,581	2,213	31,609
Advertising	2,283	49	123	172	2,455
Household supplies and expenses	8,419	181	453	634	9,053
Office supplies and expenses	27,878	464	3,017	3,481	31,359
Professional services	-	7,611	36,344	43,955	43,955
Allowance and jobs	6,947	-	-	-	6,947
Telephone	5,809	137	888	1,025	6,834
Clothing	2,236	-	-	-	2,236
Staff training	23,000	-	-	-	23,000
Christmas and other gifts	4,656	-	-	-	4,656
School supplies and expense	54	-	-	-	54
Medical expenses	60	-	-	-	60
Total expenses before depreciation	<u>1,329,684</u>	<u>36,020</u>	<u>215,082</u>	<u>251,102</u>	<u>1,580,786</u>
Depreciation	47,609	1,024	2,560	3,584	51,193
Total expenses	<u>\$ 1,377,293</u>	<u>\$ 37,044</u>	<u>\$ 217,642</u>	<u>\$ 254,686</u>	<u>\$ 1,631,979</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Cash Flows for Operating Activities		
Change in net assets	\$ (1,906,487)	\$ 373,828
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
In-kind contribution of securities	(6,288)	(3,619)
Depreciation	52,400	51,193
Net realized and unrealized (gains) and losses on investments	1,369,658	(688,284)
(Increase) decrease in accounts receivable	(52,618)	20,101
(Increase) decrease in grants receivable	20,000	(40,000)
(Increase) decrease in prepaid expenses	(7,267)	(4,246)
Increase (decrease) in accounts payable and accrued expenses	12,938	22,420
	<u>1,388,823</u>	<u>(642,435)</u>
Net cash provided by (used for) operating activities	<u>(517,664)</u>	<u>(268,607)</u>
Cash Flows from Investing Activities		
Payments for the purchase of property and equipment	(267,371)	(15,325)
Purchases of long-term investments	(4,904,628)	(4,827,529)
Proceeds from the sale of long-term investments	5,540,012	4,836,382
Proceeds from the sale of fixed asset	-	3,400
	<u>368,013</u>	<u>(3,072)</u>
Net cash provided by (used for) investing activities	<u>368,013</u>	<u>(3,072)</u>
Cash Flows from Financing Activities		
Principal payments on note payable	(22,732)	-
Proceeds from note payable	200,000	-
	<u>177,268</u>	<u>-</u>
Net cash provided by (used for) financing activities	<u>177,268</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	27,617	(271,679)
Cash and equivalents, beginning of year	134,300	405,979
Cash and equivalents, end of year	<u>\$ 161,917</u>	<u>\$ 134,300</u>
Supplemental Cash Flow Disclosures:		
Cash paid during the period for interest	<u>\$ 1,404</u>	<u>\$ -</u>

See Notes to Financial Statements

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 1: NATURE OF ORGANIZATION

The Webster House (the Organization), a not-for-profit located in Manchester, New Hampshire, provides board, care, support and guidance to children ages 8-18 in a group home environment with maximum occupancy of approximately 18 children at any given time. For the year ended December 31, 2022, the average monthly census ranged from seven to eleven children. For the year ended December 31, 2021, the average monthly census ranged from six to twelve children. The Organization received approximately 51% and 56% in 2022 and 2021, respectively, of its funding from federal sources and the State of New Hampshire.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Presentation

The financial statements of the Organization have been prepared according to accounting principles generally accepted in the United States of America (U.S. GAAP), utilizing the accrual basis of accounting. Accrual accounting recognizes revenue when earned rather than upon receipt and recognizes expenditures when the obligation to pay is incurred rather than when the obligation is paid.

Accounting Pronouncements Adopted

In September 2020, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) 2020-07, "Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets." This Update improves transparency in the reporting of contributed nonfinancial assets by nonprofit organizations. Organization must present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash and other financial assets. Additional disclosures about nonfinancial assets are also required by this Update. The Organization adopted this ASU on January 1, 2022 using a full retrospective method of application. The adoption of ASU 2020-07 resulted in changes to the disclosure of revenue. There were no material changes to the recognition of revenue as a result of the application of ASU 2020-07; however, the presentation of revenue changed and we have reflected that in the prior year's comparative statement of activities. No cumulative effect adjustment was recorded upon adoption.

Financial Statement Presentation

The Organization follows the recommendation of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, the Organization is required to report information regarding its financial position and activities according to two classes of net assets, as applicable: net assets with donor restrictions or net assets without donor restrictions.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

The part of net assets of a not-for-profit entity that is subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

Net Assets without Donor Restrictions

The part of net assets of a not-for-profit that is not subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

A donor-imposed restriction is a donor stipulation (donors include other types of contributors, including makers of certain grants) that specifies a use for a contributed asset that is more specific than broad limits resulting from the following:

- a. The nature of the not-for-profit entity (NFP)
- b. The environment in which it operates
- c. The purposes specified in its articles of incorporation or bylaws or comparable documents for an unincorporated association.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets, that is, the donor-imposed stipulated purpose having been accomplished and/or the stipulated time period having lapsed, are recorded as reclassifications between the applicable classes of net assets. Temporary restricted donor contributions received and spent within the same year are recorded as net assets without donor restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Receivables

Accounts receivable do not include an allowance for doubtful accounts since the Organization believes all amounts to be collectible.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments

Investments, which consist of marketable securities, are stated at their fair value based on quoted market prices. Investment income is allocated to the various funds within the without donor restrictions and with donor restriction funds based on their proportion of fair value. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

Property and Equipment

Land, building and equipment is carried at cost or fair market value at the date of acquisition or donation. Depreciation is recorded on building and equipment under the straight-line method based on estimated useful lives. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Revenue and Recognition

A portion of the Organization's revenue is derived from cost-reimbursable state contracts and grants, which are conditioned upon daily room, board, care and support services provided to each resident. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant performance requirements (provided daily services to each resident).

Grants

Grants awarded by federal or state agencies or passed through to the Organization from a non-governmental entity are generally considered nonreciprocal transactions restricted by the awarding agency/entity for certain purposes. Revenue is recognized when qualified expenditures are incurred and conditions under the grant agreement are met.

Contributions of Cash

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or are restricted by the donor for specific purposes are reported as donor restricted support that increases the net asset class.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net asset with donor restrictions are reclassified to net assets without donor restrictions and are reported in the statement of activities as net assets released from restriction. Restricted contributions received and spent within the same year are recorded as net assets without donor restrictions.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions of Nonfinancial Assets and Services

In 2022, the Organization received items from community members and organizations including food donations, securities and items to be sold at its annual gala's auction. Food provisions were valued using a national per pound average set forth by Feeding America. Securities were valued based on quoted prices on nationally recognized securities exchanges on the date of donation. Contributed auction items were valued at the gross selling price received. There were no donor-imposed restrictions associated with the auction item proceeds.

In 2022 and 2021, the Organization received contributions of services from members of the community and volunteers related to administrative, fundraising and program services. Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Services meeting the recognition criteria are reflected in these statements at fair market value.

Unconditional Promises to Give

Unconditional promises to give are recognized as revenues and assets in the period received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services are presented on a functional basis in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are directly charged to the appropriate activity, where feasible. The financial statements report certain categories of expenses that are attributable to more than one program or function. Therefore, they may require allocation on a reasonable basis that is consistently applied. This basis included building use percentage and personnel cost allocations. Personnel costs are allocated based on the estimates of time and effort.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is a 501(c)(3) organization exempt from income tax under Section 501(a) of the Internal Revenue Code. The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record. The Organization's tax returns for the tax years 2020 to 2022 are subject to examination.

Reclassifications

Certain reclassifications have been made for consistent presentation.

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Organization has made a concerted effort towards fundraising in recent years.

In recent years, the Organization's expenses have increased. The Organization has the option to withdraw from its restricted and unrestricted investments in marketable securities to cover operating expenses. For the year ended December 31, 2022, the Organization withdrew approximately five percent of the 3-year average value of its donor restricted investment portfolio to cover operating expenses. In addition, the Organization withdrew substantially all of the unappropriated income from the donor restricted portfolio which had accumulated over time (see Note 9). For the year ended December 31, 2021, the Organization withdrew approximately two percent of the 3-year average value of its donor restricted investment portfolio.

As part of the Organization's liquidity management, it invests cash in excess of general operating requirements within its investments in marketable securities held by UBS.

Current financial assets at year end:	<u>2022</u>	<u>2021</u>
Cash and equivalents	\$ 161,917	\$ 134,300
Accounts receivable	108,868	56,250
Grants receivable	20,000	40,000
Unrestricted investments in marketable securities	<u>1,005,665</u>	<u>1,286,913</u>
Total financial assets	\$ 1,296,450	\$ 1,517,463
Less: Donor-imposed restrictions	<u>(137,534)</u>	<u>(180,732)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 1,158,916</u>	<u>\$ 1,336,731</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 4: CONCENTRATIONS OF CREDIT RISK

The Organization maintains several bank accounts at different financial institutions which at times may exceed the federally insured limits. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Normally, accounts receivable consists primarily of amounts due from the State of New Hampshire.

NOTE 5: INVESTMENTS AND FAIR VALUE MEASUREMENTS

Generally accepted accounting principles defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the Organization's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

This principle establishes a fair value hierarchy which requires the Organization to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the Organization has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect the Organization's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

The following is a description of the valuation methods and assumptions used by the Organization to estimate the fair values of certain financial instruments:

The fair values of cash, fixed income, mutual funds and common stock equities are readily marketable and are determined by obtaining quoted prices on nationally recognized securities exchanges (Level 1 inputs).

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 5: INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

Investments in marketable securities are held with UBS. Funds without donor restrictions and funds with donor restrictions are pooled into four investment accounts holding marketable securities. They are recorded at fair value at December 31, 2022 and 2021, as summarized below. Accrued interest is included in bond values.

	2022	
	Fair Value	Cost
Cash	\$ 46,972	\$ 46,972
U.S. government obligations	267,435	262,521
Corporate bonds	489,025	467,507
Asset backed bonds	584,012	572,165
Mutual funds	1,302,741	1,233,807
Common stock	<u>2,955,529</u>	<u>3,053,376</u>
Total held by UBS	<u>\$ 5,645,714</u>	<u>\$ 5,636,348</u>
Unrealized appreciation	<u>\$9,366</u>	

	2021	
	Fair Value	Cost
Cash	\$ 236,276	\$ 236,276
U.S. government obligations	594,922	589,126
Corporate bonds	352,507	349,314
Asset backed bonds	137,016	138,574
Mutual funds	1,150,662	1,168,334
Common stock	<u>5,132,400</u>	<u>4,029,087</u>
Total held by UBS	<u>\$ 7,603,783</u>	<u>\$ 6,510,711</u>
Unrealized appreciation	<u>\$1,093,072</u>	

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 6: BENEFICIAL INTEREST IN PERPETUAL TRUSTS

The Organization is a beneficiary of two perpetual interest trusts administered by Citizens Bank. Fair value has been determined using quoted prices for identical assets (level 1 input). The fair market values of the Organization's share of the assets held by these trusts are as follows:

	<u>2022</u>	<u>2021</u>
Frank E. Green Trust	\$ 22,417	\$ 28,864
Eliza B. Green Trust	141,395	175,634
Total	<u>\$ 163,812</u>	<u>\$ 204,498</u>

NOTE 7: LAND, BUILDING AND EQUIPMENT

A summary of land, building and equipment follows:

	<u>2022</u>	<u>2021</u>
Land, building and improvements	\$ 1,591,622	\$ 1,324,251
Furniture and fixtures	129,052	129,052
Equipment	185,125	185,125
	1,905,799	1,638,428
Accumulated depreciation	<u>(1,193,672)</u>	<u>(1,141,272)</u>
	<u>\$ 712,127</u>	<u>\$ 497,156</u>

The estimated useful lives for depreciation are five through 50 years.

NOTE 8: NOTE PAYABLE

In April 2022, the Organization obtained a \$200,000 note to partially finance the installation of an HVAC system. Monthly principal and interest payments of \$3,419 began in June 2022. The payments are based on a 60-month amortization schedule at 1% per annum. The last payment is due in May 2027.

Future minimum principal payments for the next five years are as follows:

2023	\$ 39,433
2024	39,829
2025	40,229
2026	40,633
2027	17,144
	<u>\$ 177,268</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 9: NET ASSETS

Net assets are further broken down as follows:

	<u>2022</u>	<u>2021</u>
Net Assets without Donor Restrictions		
Board designated	\$ 63,351	\$ 72,929
Undesignated	<u>1,530,510</u>	<u>1,691,034</u>
Total	<u>1,593,861</u>	<u>1,763,963</u>
Net Assets with Donor Restrictions		
<u>Purpose restricted</u>		
Grants	174,953	193,832
Unappropriated investment income	<u>18,154</u>	<u>689,920</u>
Subtotal	<u>193,107</u>	<u>883,752</u>
<u>Perpetual in nature</u>		
Legacies	4,577,515	5,582,570
Beneficial interests in perpetual trusts	163,813	204,498
Trust funds - Christmas, clothing, outward bound	<u>44,380</u>	<u>44,380</u>
Subtotal	<u>4,785,708</u>	<u>5,831,448</u>
Total	<u>4,978,815</u>	<u>6,715,200</u>
Total Net Assets	<u>\$ 6,572,676</u>	<u>\$ 8,479,163</u>

NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS

The Organization's endowment consists of funds held in four investment accounts at UBS. As required by generally accepted accounting principles, the net assets associated with pooled funds are classified and reported based on the existence or absence of donor-imposed restrictions, as presented in Note 9.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS (continued)

Interpretation of Relevant Law

The Board of Directors of the Organization has interpreted the State of New Hampshire's Uniform Prudent Management of Institutional Funds Act as requiring the management of the funds to comply with the intent of the donors and to manage and invest the fund in good faith and with the care an ordinarily prudent person would exercise under similar circumstances. The Board also interprets the law to state that gains and losses on donor restricted funds should be allocated to net assets with donor restrictions. As a result of these interpretations, the Organization classifies as net assets with donor restrictions (a) the original value of gifts donated, (b) the original value of gifts subsequently donated and (c) accumulations of gains, both realized and unrealized. Any remaining portion of accumulations is classified as net assets with donor restrictions until those amounts are appropriated for expenditure.

The Organization also interprets the law to state that the Board may determine appropriations for expenditures, up to limits cited in the law, and accumulations of the donor restricted funds as the Board deems appropriate. In accordance with the law, the Organization considers the following factors in making a determination to appropriate or accumulate donor restricted funds:

- (1) The duration and preservation of the donor restricted fund
- (2) The purposes of the Organization and the donor restricted fund
- (3) General economic conditions
- (4) The possible effect of inflation or deflation
- (5) The expected total return from income and the appreciation/depreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for donor restricted funds that attempt to provide a predictable stream of funding for programs while seeking to preserve the fund. Investments in marketable securities that are donor restricted must be held by the Organization in perpetuity or for a donor-specified period(s) as well as board-designated funds. The Organization currently holds equities as well as fixed income government and corporate bonds employing a moderate level of investment risk. Investment returns consist both of capital appreciation (realized and unrealized) and current yield (interest and dividends).

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS (continued)

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy

The Organization has a policy of appropriating for distribution each year (1) the interest and dividends earned, and (2) up to 5% of its investment fund's average fair value of the previous three years. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual investment funds, some of which must be maintained in perpetuity because of donor restrictions, the possible effects of inflation and the fiduciary guidelines. The remaining amount of interest and dividends, if any, has been classified as net assets with donor restrictions. Under the total return strategy noted above, the Organization made distributions from accumulated income in 2022. For 2022 and 2021, the actual distribution was approximately thirteen percent and two percent of its investment fund's average value, respectively. The Organization expects to distribute approximately five percent of its investment fund's average value for the year ending December 31, 2023. The funds' average return rate has been approximately five percent.

Changes in Investments in Marketable Securities - 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Investments, beginning of year	\$ 1,286,913	\$ 6,316,870	\$ 7,603,783
Additions	6,288	-	\$ 6,288
Investment return:			
Investment income	26,132	105,829	\$ 131,961
Investment fees	(52,344)	-	\$ (52,344)
Net realized gain (loss)	(52,854)	(192,413)	\$ (245,267)
Net unrealized gain (loss)	(208,470)	(875,237)	\$ (1,083,707)
Total investment return	(287,536)	(961,821)	(1,249,357)
Appropriation of income for expenditure	-	(715,000)	\$ (715,000)
Investments, end of year	<u>\$ 1,005,665</u>	<u>\$ 4,640,049</u>	<u>\$ 5,645,714</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS (continued)

Changes in Investments in Marketable Securities - 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Investments, beginning of year	\$ 1,198,327	\$ 5,732,374	\$ 6,930,701
Additions	3,620	-	\$ 3,620
Investment return:			
Investment income	35,914	146,765	\$ 182,679
Investment fees	(71,533)	-	\$ (71,533)
Net realized gain (loss)	180,083	858,040	\$ 1,038,123
Net unrealized gain (loss)	(59,498)	(300,309)	\$ (359,807)
Total investment return	84,966	704,496	789,462
Appropriation of income for expenditure	-	(120,000)	\$ (120,000)
Investments, end of year	<u>\$ 1,286,913</u>	<u>\$ 6,316,870</u>	<u>\$ 7,603,783</u>

NOTE 11: FEES AND GRANTS FROM GOVERNMENTAL AGENCIES

Recurring fees and grants from governmental agencies are comprised of funding from the State of New Hampshire and Medicaid to support daily operations.

Nonrecurring fees and grants from governmental agencies at December 31, 2022 and 2021 are comprised of the following:

To support workforce capacity for residential treatment programs for children, the State of New Hampshire awarded the Organization up to \$96,645 on a cost reimbursement basis for actual expenditures incurred. The Organization must use the award to immediately begin to recruit and retain staffing to maintain and/or expand residential treatment program capacity for children. At December 31, 2022, the Organization had related reimbursable expenditures of \$51,283 and recorded the accompanying revenue in 2022. The remaining \$45,362 award amount is eligible for expenditure reimbursement through June 30, 2023 and will be recorded as revenue in 2023 once eligible expenses are incurred and amounts under the grant are reimbursable.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 11: FEES AND GRANTS FROM GOVERNMENTAL AGENCIES (continued)

In response to the COVID-19 pandemic's effect on the operations of long-term care facilities, the State of New Hampshire provided the Organization with \$20,850 through the "Long Term Care Stabilization Program" for 2021. The Organization was eligible to receive this funding since its frontline workers provided qualifying services for an approved Medicaid provider during the pandemic.

NOTE 12: INVESTMENT INCOME

Investment income for the years ended December 31, 2022 and 2021 is reported as follows:

	<u>2022</u>	<u>2021</u>
Without Donor Restrictions		
Interest and dividends	\$ 34,173	\$ 51,983
Investment fees	(52,344)	(71,533)
Net realized gain (loss)	(52,854)	180,083
Net unrealized gain (loss)	(208,470)	(59,498)
Total	<u>\$ (279,495)</u>	<u>\$ 101,035</u>
With Donor Restrictions		
Interest and dividends	\$ 105,829	\$ 146,765
Net realized gain (loss)	(192,413)	858,040
Net unrealized gain (loss)	(915,922)	(290,341)
Total	<u>\$ (1,002,506)</u>	<u>\$ 714,464</u>

NOTE 13: RETIREMENT PLAN

Eligible employees can contribute to a 403(b) plan that the Organization sponsors. Currently, the Organization does not match employee contributions.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 14: COMMITMENTS AND CONTINGENCIES

The Organization is party to several lawsuits related to its program activities dating back several years. The Organization was first notified of the various claims in March 2023. Management intends to vigorously defend all claims against the Organization; however, the outcome of the litigation or future legal costs cannot be reasonably determined. At this time, no amounts related to this matter have been accrued for in the accompanying financial statements.

NOTE 15: SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 28, 2023, which is the date the financial statements were available to be issued.

After a comprehensive re-examination of its daily care rate setting process, the New Hampshire Department of Health and Human Services (NH DHHS) revised the daily care rate which was applicable for residents under the care of the Organization related to the periods August 11, 2021 through June 30, 2023 as follows:

	August 11, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023
Prior rate*	\$172	\$172
Adjusted rate	\$327	\$369

*Revenues were recorded in the accompanying financial statements during the years ended December 31, 2022 and 2021 based upon the average daily census and the prior rates.

This retroactive rate increase was not recorded as a receivable at December 31, 2022, since it did not meet the recognition criteria. In 2023, as of the date of these financial statements, the Organization has received \$679,679 related to the retrospective adjustments, which represents the portion of retrospective funds agreed to by the State of New Hampshire. The Organization received \$495,323 for the period August 11, 2021 through December 31, 2022 and \$184,356 for the period January 1, 2023 through June 30, 2023. In 2023, the Organization has received \$457,975 in additional retrospective payments related to these periods through the Medicaid portion of the reimbursement rate. The Organization received \$322,352 for the period August 11, 2021 through December 31, 2022 and \$135,623 for the period January 1, 2023 through June 30, 2023.

2023 Webster House Board of Directors	
Name	Employer
Kristin Faxon	Optum
Anne Marie Hafeman	Elliot Hospital
Sara Janes Hoag, VP	Primerica
Nicole Howley	Nicole Howley Homes Group
Crystal Rousseau	L'Oreal USA
Ed Ithier, President	SNHU
Sherry Nannis	WMUR
Heather Reardon	Anthem Blue Cross Blue Shield
Peter Richard	XMA Corp
Brianna Rivera	St. Mary's Bank
Hollie Strandson	Five North Realty Group, Inc.
Andrew Switzer	Bar Harbor Bank
Abby Tucker	Wadleigh, Starr & Peters
Grant Van Der Beken	The Hartford
Matt Vasil, Treasurer	Baker Newman Noyes
Matt Vlahos	Merchants Fleet

BLAIR STAIRS

EXPERIENCE

JAN. 2021 – PRESENT

EXECUTIVE DIRECTOR, WEBSTER HOUSE

- Responsible for leading and supervising a team of residential counselors and administration
- Ensuring the financial growth and stability of the program
- Monitoring and maintaining the well-being of clients served
- Overseeing program operations and needs and monitoring staffing needs
- Maintaining and creating new community connections for the program
- Providing emergency on-call support to residential staff
- Working collaboratively with a Board of Directors to ensure the stability and longevity of the program.

FEB 2019 – JAN. 2021

ASSISTANT DIRECTOR/CLINICAL COORDINATOR, WEBSTER HOUSE

- Responsible for screening referrals and coordinating client interviews
- Completing intakes and assessments of new clients, developing strength-based treatment plans for clients and coordinating and conducting team meetings
- Communicating and collaborating with referral sources, family, and treatment team members
- Organizing and leading bi-weekly group counseling sessions, and providing individual counseling and crisis intervention to clients as needed
- Supervising case managers to ensure the needs of the clients and Case Managers are being met.
- Responsible for conducting educational in-service trainings for staff, leading staff meetings, and providing emergency on-call support to residential staff.

OCT. 2013 – JAN. 2019

CASE MANAGER, WEBSTER HOUSE

- Responsible for ensuring the needs of assigned clients are met through collaboration with community agencies for medical, dental, and mental health care appointments
- Assisting with developing and monitoring client progress toward treatment goals through monthly reporting and participation in team treatment meetings, and counseling clients in individual and group settings
- Preparing and presenting case files for annual state site evaluations
- Monitoring client progress in community settings such as home, counseling, and school
- Communicating and collaborating with referral sources, family, and treatment team members.

Michelle O'Malley

Webster House Children's Home, 2021-Present

Chief Executive Officer

Top-ranking position reporting to the Board of Directors. Responsible for providing the vision, leadership and management of the house as well as securing funding to support it.

- Leadership, oversight, and direction of staff and volunteers.
- Oversee the implementation of state certifications, program, funding, and staffing.
- Collaborate with the Board of Directors in creating and implementing a strategic plan.
- Implement a fundraising plan including grants, company partnerships and donors.
- Engage a wide range of stakeholders to build community partnerships.

March of Dimes, 2013-2020

Associate Executive Director, Northern New England June, 2019-November 2020

Senior Development Manager, Northern New England 2013-2019

Chief development officer responsible for events and relationships in NH, ME and VT markets.

- Strategize, plan and execute 8 annual fundraising events in Northern New England including March for Babies and Signature Chefs Auction. Raised \$500,000 in 2019.
- Develop revenue plans including core tactics and strategies to meet goals and YOY growth. Increased March for Babies corporate relationships and sponsorship by over 1000% and increased Signature Chef Auction overall revenue by over 250% since 2013.
- Recruit and steward 15 Board members. Manage relationships, communications, meeting preparation, and execution. Board members helped raise over \$100,000 in 2019.
- Recruit, motivate, and develop over 500 volunteers in the Northern New England Market: Articulate goals, outcomes and objectives to collaborate on reaching annual revenue goals.
- Provide mission visibility for 8 events through public relations outreach, press releases and interviews with Binnie Media radio stations and WMUR. Deliver social media posts pre and post event including several individual sponsor and logo lockup posts per event.
- Execute leadership through excellent work ethic, relationships, and strategic planning for 3 states. Manage increasing responsibilities to build networks and grow revenue.
- Manage operations, logistics, and keep expenses to 7% of the \$500,000 budget. Secure in-kind donations and discounted rates to keep all event expenses low.

Daniel Webster College, Nashua, New Hampshire 2010-2012

Dean of Students

Chief student affairs officer, responsible for housing, student activities, leadership, first-year programs, and student conduct.

- Designed *Freshman101: Strategies for Success*: curriculum, assessment, instructor preparation.
- Established, trained, chaired Student Conduct Review Board: adjudicated 25 hearings.
- Managed on-call schedule and crisis situations; Hospital first responder 2 times weekly.
- Collaborated with faculty to establish the Living Learning Community, a service initiative.

Brandeis University, Waltham, Massachusetts 2004-2010

Director of Community Living 2009-2010

Responsible for department operations, 1 million budget, human resources, and over 50 residential facilities. Managed facilities issues, safety procedures, customer service, and policy implementation.

Director of Orientation and First-Year Programs 2004–2009

Created and managed all new student programs. Orchestrated end-to-end orientation process: hiring staff, the publication of information, and execution of high profile programs.

- Provided daily crisis management, behavioral health interventions: on-call administrator.
- Established community service focused Living Learning Community programs.
- Implemented orientation program for over 1,000 incoming students, and families.
- Conceptualized and executed First Year Experience, Diversity Leadership, and *First-Year Experience: Spirit, Mind, and Body* course: curriculum, assessment, instructor preparation.

New York University, Stern School of Business, New York 2001–2004

Associate Director of Student Services

Created and managed all MBA student programs and professional conferences. Orchestrated end-to-end orientation process.

- Managed office and staff: hired, trained, supervised, and coached on policies.
- Implemented orientation program for MBA students.
- Coordinated conferences including high profile/CEO level keynote speakers
- Increased student involvement through events, leader training, and graduation activities.

Fordham University, Bronx, New York 1997–2000

Director of Student Activities, McGinley Student Center and Orientation

Managed services and operations within the student center. Orchestrated end-to-end orientation process: hiring/managing staff, the publication of information, and execution of programs.

Washington and Lee University, Lexington, Virginia 1994–1997

Director of Student Activities and Residential Programs

Charged with designing the University's first student activities office: Improved campus life with the design and implementation of non-Greek activities, leadership programs, and workshops.

Volunteer Experience:

Women's Business League of Londonderry, NH	2020–Present
Manchester Chamber of Commerce, Manchester, NH	2013–Present
Palace Theatre Advisory Board, Manchester, NH	2015–Present
Leadership New Hampshire, Class of 2021	2020–2021
BIA/Sojourn Partners Emerging Leader Program	2018–2019
Leadership Greater Manchester, Class of 2017	2016–2017

Education:

Springfield College, Springfield, Massachusetts 1994

Master of Education, Counseling and Psychological Services/Student Personnel Administration

Western New England University, Springfield, Massachusetts 1991

Bachelor of Science, Business Administration/Human Resources Management

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Michelle O'Malley	Chief Executive Officer	\$104,000
Blair Stairs	Executive Director	\$78,749

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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MMA

May 31, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing agreements with the Contractors listed in **bold** below to correct an error in the rate calculation for services by increasing the price limitation by \$4,316,326 from \$236,017,584 to \$240,333,910 with no change to the contract completion date of June 30, 2024, effective retroactive to August 11, 2021 upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised	G&C Approval
Chase Home for Children Portsmouth, NH	159596	Portsmouth, NH	\$4,758,056	\$0	\$4,758,056	O: 8/4/21 Item #15
Devereux Foundation Rutland, MA	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,960,555	\$0	\$6,960,555	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335	\$0	\$4,290,335	O: 7/14/21 Item #14
Easter Seals Manchester, NH	177204	Manchester, NH	\$33,670,236	\$0	\$33,670,236	O: 7/14/21 Item #14
The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$0	\$19,903,207.01	O: 7/14/21 Item #14

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Mount Prospect Academy Plymouth, NH	168139	Plymouth, NH	\$47,176,194	\$0	\$47,176,194	O: 8/4/21 Item #15
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960	\$0	\$9,804,960	O: 7/14/21 Item #14
Orion House Newport, NH	154861	Newport, NH	\$1,301,055	\$1,889,368	\$3,190,423	O: 8/4/21 Item #15
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$0	\$11,382,600.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273	\$0	\$50,443,273	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992	\$0	\$11,215,992	O: 10/13/21 Item #38B
Stetson School Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334	\$0	\$7,280,334	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099	\$0	\$15,885,099	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$2,116,692	\$2,426,958	\$4,543,650	O: 7/14/21 Item #14
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177	\$0	\$6,387,177	O: 7/14/21 Item #14
Youth Opportunities Upheld, Inc. Gardner, MA	259406	Statewide	\$3,441,819	\$0	\$3,441,819	O: 9/15/21 Tabled Item #32 A01: 4/6/22 Item #13
		Total:	\$236,017,584	\$4,316,326	\$240,333,910	

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

This request is **Retroactive** because upon review of the contracts for Webster House and Orion House, the Department discovered an error in the rate calculation. As part of the System of Care work, the Department competitively bid these contracts, and established daily rates in each contract under certain assumptions and many unknowns. Due the restrictive nature of procurement laws, the Department was unable to obtain all documentation necessary to mitigate

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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the unknowns, and was prohibited from providing advice to the Contractors on how they should account for their costs, resulting in inaccurate reporting. The ramification of this challenge was not fully realized until providers started billing and appropriate reporting was able to be derived from the system. The rate errors became clear upon review of this information once available, however, a year had elapsed from the start of the contract at that point. A comprehensive re-examination of the rate setting process was undertaken that took almost a year to implement appropriately with proactive considerations for future rate setting efforts. This rate setting process has since been streamlined and clarified in order to prevent further errors.

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. These two Contractors provide critical services within the Children's Residential Treatment provider network, and are currently serving children under an old rate. This rate setting correction must be implemented in order to ensure that the Department maintains provider capacity and that the Contractors are able to continue serving children. Orion House's rates changed from \$211.70 for Level 1 and \$207.40 for Level 2 to \$184.39 for Level 1 and \$316.36 for Level 2. Webster House's rates changed from \$172.44 for Level 2 to \$327.08 for Level 2 for the period of July 1, 2021 to June 30, 2022, and \$369.39 for Level 2 for the period of July 1, 2022 forward.

The purpose of this request is to ensure that Contractors are reimbursed for children's residential services with the correct rate. The Contractors will continue to provide evidence-based and trauma-informed clinical behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs. The Contractors will also continue supporting the Department's effort to provide long-term outcomes for youth by providing services that are short-term, target treatment episodes, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Across all of the Children's Residential Treatment programs approximately 400-500 individuals will be served annually through June 30, 2024.

The Department will continue to monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraints and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of length of stay; and
- Reduction of staff turnover and retention of quality staff.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

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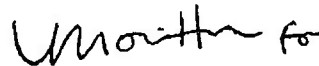
Should the Governor and Council not authorize this request, the Contractors will not be reimbursed at the appropriate rate; leaving the Department vulnerable to potentially losing these critical service providers, which would be detrimental to the overall capacity to serve youth in Level 1 and Level 2 programs in-state.

Area served: Services are located in Newport NH and Manchester, NH however they accept and treat children from across the state.

Source of Federal Funds: Assistance Listing #93.658, FAIN #2301NHFOST; Assistance Listing #93.558, FAIN #2301NHTANF; Assistance Listing #93.659, FAIN #2301NHADPT; Assistance Listing #93.778, FAIN #2305NH5ADM.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Webster House ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,543,650
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2301NHFOST
 - 1.2. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2301NHTANF
 - 1.3. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2301NHADPT
 - 1.4. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2305NH5ADM
 - 1.5. General Funds
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the following:
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES-100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM

SERVICES-100% General Funds

- 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT-50% Federal Funds and 50% General Funds
- 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT-100% General Funds
- 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT-100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT-50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS-50% Federal Funds and 50% General Funds

5. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.1. to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the Contract. Rates may be reviewed every two years to follow the State’s biennium to consider rate adjustments.

4.1.1

Program – Webster House Level 2	
Residential for eligible youth per day effective 7/1/2021 to 6/30/2022	\$327.08
Residential for eligible youth per day effective 7/1/2022 to 6/30/2023	\$369.39

4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.3 For the purpose of this Agreement, funds in the amount of \$182,523.00 shall be provided to the Contractor, for the expenses incurred to obtain Accreditation and identification as a Qualified Residential Treatment Program (QRTP) as specified in Ex C-1 C Accreditation Budget; the total of all such payments shall not exceed the specified Accreditation Budget total. All DHHS payments to the Contractor for the Accreditation Budget shall be made on a cost reimbursement basis.

4.1.3.1 In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager - BCBH
Department of Health and Human Services
105 Pleasant Street

ds
MB

Concord, NH 03301

- 4.1.3.2 The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.1.3.3 The final invoice and supporting documentation for authorized Accreditation Budget expenses shall be due to the Department no later than forty (40) days after the final cost have been incurred by the Contractor in line with the budget.

6. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.5 to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

- 4.5.1. Sub-total: \$4,361,127.00
- 4.5.2. SFY 22: \$705,564.00
- 4.5.3. SFY 23: \$2,144,148.00
- 4.5.4. SFY 24: \$1,511,415.00

7. Add Exhibit C-1, Amendment #1, Accreditation Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective to August 11, 2021, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/2023

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

Webster House

6/2/2023

Date

DocuSigned by:
Michelle Omalley

Name: Michelle Omalley
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2023

Date

DocuSigned by:
Robyn Guarino
748734844941480

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Accreditation expenses for residential treatment programs		
Basic information		
Webster House	Project ID: RFP-2021-DBP-12-RESID-14-A01	
Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 182,523.00	
Lease		
Maintenance and utilities		
Other facility costs	182,523.00	attic renovations
Program materials and supplies	\$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ -	
Program license or other fees		
Program training (initial)		
Other EBP or program model costs		
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ -	
Vehicles		
Furniture		
Technology Equipment		
Other Equipment		
Telecommunication	\$ -	
Phones/Walkie Talkies		
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other accreditation costs	\$ -	
Total accreditation costs	182,523.00	

MS

6/2/2023

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Sbiblette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,856,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,288,503.00	6,288,503.00	19,903,207.01

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,584.00	705,584.00	705,584.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
Total:		\$49,869,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVORIAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibnette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Whitney Academy, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 7,650,388
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days.

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

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Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

- 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
- 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
- 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
- 5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program’s after care services) and 12 months (based on internal data which DHHS will access through CME and DCYF system) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (based on internal DCYF data which DHHS will access)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES

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SERVICES; CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

23. Modify Exhibit C, Payment Terms, Subsection 4.1., by adding Paragraph 4.1.2., to read:

4.1.2. Clothing allowance daily rate of \$3.72 effective July 1, 2023 included in rate.

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: \$7,650,338.00

4.5.2. SFY 22: \$2,129,059.00

4.5.3. SFY 23: \$2,129,059.00

4.5.4. SFY 24: \$1,696,135.00

4.5.5. SFY 25: \$1,696,135.00

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All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/29/2023

Date

DocuSigned by:
Katja S. Fox
2A0EEC7D81684E3

Name: Katja S. Fox
Title: Director

Whitney Academy, Inc.

11/29/2023

Date

DocuSigned by:
Elizabeth O'Keefe
11B37D3A75C248F...

Name: Elizabeth O'Keefe
Title: Business Manager

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023

Date

DocuSigned by:
Robyn Guarino

749734844041460...

Name: Robyn Guarino

Title: Attorney

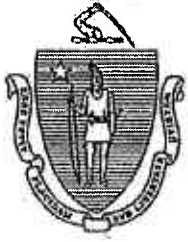
I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: October 03, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,
THE WHITNEY ACADEMY, INC.

is a domestic corporation organized on **September 05, 1986**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 23100022240

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: hng

Elizabeth O'Keefe

From: MA Corporations <CorpCertificates@sec.state.ma.us>
Sent: Wednesday, October 4, 2023 11:31 AM
To: eokeefe@whitneyacademy.org
Subject: MA Certificate Order: 23100022240
Attachments: 23100022240.pdf; CERT_1_1.pdf.pdf

To Elizabeth A OKeefe:

Attached is a copy of the Good Standing certificate for THE WHITNEY ACADEMY, INC. with certificate number 23100022240 that you ordered. If you ordered multiple certificates, they will be processed and sent separately.

This electronic certificate can be verified on-line by entering the certificate number at <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>.

Sincerely,

Corporations Division
Massachusetts Secretary of State Office
Telephone: (617) 727-9640
Email: corpinfo@sec.state.ma.us

CERTIFICATE OF AUTHORITY

I, Kevin Marques, President, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Whitney Academy Inc.
2. (Corporation/LLC.Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 20, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Kevin Marques, Executive Director/President, Elizabeth O'Keefe, Business Manager/Clerk and Dania Silveira, Controller (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Whitney Academy, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/13/2023



Signature of Elected Officer
Name: Kevin Marques
Title: President

MISSION STATEMENT

Whitney Academy's mission is to provide our students with evidence-based high-quality services in a "Normal" and "Homelike" environment, treating all students with dignity, respect, care, and compassion. We aim to cultivate an intellectually stimulating, ethical, and creative working environment that fosters personal and professional growth for our staff, recognizing them as valued colleagues contributing significantly to our students and our organization. Our mission is rooted in trust, ethical practice, and a collective sense of pride in making a difference in our students' lives.

Audited Financial Statements

THE WHITNEY ACADEMY, INC.

Financial Statements

Year ended June 30, 2023

THE WHITNEY ACADEMY, INC.

Financial Statements
Year Ended June 30, 2023

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
The Whitney Academy, Inc.
East Freetown, Massachusetts

Opinion

We have audited the accompanying financial statements of The Whitney Academy, Inc. (a Massachusetts nonprofit corporation) (the "Organization"), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

INDEPENDENT AUDITOR'S REPORT

(continued)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Organization's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 8, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

November 7, 2023

THE WHITNEY ACADEMY, INC.**Statement of Financial Position**

June 30, 2023

(with comparative totals for 2022)

	2023			2022
	Current Operations	Plant	Total	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 4,156,363	\$ -	\$ 4,156,363	\$ 4,677,865
Accounts receivable	1,376,238	-	1,376,238	1,504,633
Prepaid expenses	168,167	-	168,167	80,081
Total current assets	5,700,768	-	5,700,768	6,262,579
PROPERTY AND EQUIPMENT, at cost, less accumulated depreciation	-	4,975,953	4,975,953	5,289,392
OTHER ASSETS				
Finance lease, right-of-use, net	-	34,266	34,266	-
Total assets	\$ 5,700,768	\$ 5,010,219	\$ 10,710,987	\$ 11,551,971
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 144,531	\$ -	\$ 144,531	\$ 163,390
Accrued expenses	1,112,440	-	1,112,440	1,802,770
Deferred revenue	166,477	-	166,477	-
Notes payable, current portion	-	100,442	100,442	104,623
Finance lease liability, current portion	-	15,634	15,634	-
Capital lease obligations, current portion	-	-	-	19,706
Massachusetts surplus revenue obligation	134,536	-	134,536	134,536
Other	16,321	-	16,321	21,898
Total current liabilities	1,574,305	116,076	1,690,381	2,246,923
LONG-TERM LIABILITIES				
Notes payable, net of current portion	-	2,700,298	2,700,298	2,800,607
Finance lease liability, net of current portion	-	34,279	34,279	-
Capital lease obligations, net of current portion	-	-	-	50,048
Total long-term liabilities	-	2,734,577	2,734,577	2,850,655
Total liabilities	1,574,305	2,850,653	4,424,958	5,097,578
COMMITMENTS AND CONTINGENCIES (Notes 10)				
NET ASSETS				
Without donor restrictions	4,126,463	2,159,566	6,286,029	6,454,393
Total net assets	4,126,463	2,159,566	6,286,029	6,454,393
Total liabilities and net assets	\$ 5,700,768	\$ 5,010,219	\$ 10,710,987	\$ 11,551,971

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.**Statement of Activities**

Year ended June 30, 2023

(with comparative totals for 2022)

	2023	2022
	Without Donor Restrictions	
REVENUE, SUPPORT AND GAINS		
Tuition and program service fees	\$ 14,568,579	\$ 14,011,488
Contributions and grants	97,104	-
Interest income	75,557	5,876
Other income	11,554	36,482
Total revenue, support and gains	14,752,794	14,053,846
EXPENSES		
Program Services		
Residential School	13,621,446	12,158,263
Supporting Services		
Management and general	1,299,712	1,197,743
Total expenses	14,921,158	13,356,006
CHANGE IN NET ASSETS	(168,364)	697,840
NET ASSETS, beginning of year	6,454,393	5,756,553
NET ASSETS, end of year	\$ 6,286,029	\$ 6,454,393

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.
Statement of Functional Expenses
 Year ended June 30, 2023
(with comparative totals for 2022)

	2023			2022
	Program Services - Residential School	Management and General	Total	Total
Employee compensation and related	\$ 11,611,387	\$ 1,006,832	\$ 12,618,219	\$ 11,269,195
Occupancy	529,401	18,006	547,407	481,251
Other program/operating	1,045,758	8,250	1,054,008	930,809
Administrative	138,827	233,486	372,313	360,006
Total expenses before depreciation	13,325,373	1,266,574	14,591,947	13,041,264
Depreciation and amortization	296,073	33,138	329,211	314,742
Total expenses	\$ 13,621,446	\$ 1,299,712	\$ 14,921,158	\$ 13,356,006

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.**Statement of Cash Flows**

Year ended June 30, 2023

(with comparative totals for 2022)

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (168,364)	\$ 697,840
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation and amortization	329,211	314,742
(Increase) decrease in asset accounts		
Accounts receivable	128,395	648,300
Prepaid expenses	(88,086)	74,494
Increase (decrease) in liability accounts		
Accounts payable	(18,859)	(46,764)
Accrued expenses	(690,330)	79,995
Deferred revenue	166,477	-
Other liabilities	(5,577)	(7,537)
Net cash provided by (used in) operating activities	(347,133)	1,761,070
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(50,038)	(190,902)
Net cash provided by (used in) investing activities	(50,038)	(190,902)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on notes payable	(104,490)	(94,377)
Principal payments on finance lease liability	(19,841)	-
Principal payments on capital lease obligations	-	(22,208)
Net cash provided by (used in) financing activities	(124,331)	(116,585)
Net increase (decrease) in cash and cash equivalents	(521,502)	1,453,583
Cash, cash equivalents and restricted cash, beginning of year	4,677,865	3,224,282
Cash, cash equivalents and restricted cash, end of year	\$ 4,156,363	\$ 4,677,865
SUPPLEMENTAL DISCLOSURE (Note 11)		
Cash paid for interest	\$ 124,299	\$ 112,293

The accompanying notes are an integral part of these financial statements.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The Whitney Academy, Inc. (the "Organization") is a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts. The Organization was created to provide education and treatment for developmentally disabled and mentally ill children and adults up to age 22.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Change in Accounting Principle

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, Leases (Topic 842) ("ASC 842"). The objective of this ASU, along with several ASU's issued subsequently, is to increase transparency and comparability between organizations that enter into lease agreements. For lessees, the most significant change from the previous guidance (Topic 840) ("ASC 840") is the requirement to recognize the right-of-use ("ROU") assets and lease liabilities on the Statement of Financial Position for leases classified as operating leases with a term of greater than 12 months. The standard also requires disclosures to meet the objective of enabling users of the financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. The Organization adopted the standard effective July 1, 2022.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash, Cash Equivalents and Restricted Cash

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Custodial Funds Held

The Organization acts as a fiduciary with respect to certain personal client funds it receives as a representative payee. Custodial funds are not the property of the Organization and are, therefore, reported on the Statement of Financial Position as an asset with an offsetting liability.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization did not record a valuation allowance as of June 30, 2023 and 2022.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Fair Value Measurements***

The Organization applies the provisions of GAAP for fair value measurements of financial assets and financial liabilities, and for fair value measurements of non-financial items that are recognized and disclosed at fair value in the financial statements on a recurring basis. These provisions define fair value as the price that would be received in selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These provisions also establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Application of these provisions has not resulted in any change in the measurement of the carrying value of the Organization's financial assets or liabilities.

Property and Equipment

Property and equipment are recorded at cost on the date of acquisition or estimated fair market value on the date of donation. Depreciation of property and equipment is provided over the estimated useful life of the respective assets on a straight-line basis as follows:

	Life in Years
Building and building improvements	20-40
Land improvements	20
Leasehold improvements	5-10
Motor vehicles	3-5
Furniture and equipment	3-10

Expenditures for major renewals and improvements are capitalized, while maintenance and repairs are expensed as incurred.

Leases

The Organization applies Accounting Standards Codification ("ASC") 842, *Leases*, in determining whether an arrangement is or contains a lease at the lease inception. An arrangement is considered to include a lease if it conveys the right to control the use of identified property, plant or equipment for a period of time in excess of twelve months in exchange for consideration. The Organization defines control of the asset as the right to obtain substantially all of the economic benefits from use of the identified asset as well as the right to direct the use of the identified asset. The Organization further determines if its existing leases include finance and operating leases, which are included as ROU assets and lease liabilities in the Statements of Financial Position. ROU assets represent the Organization's right to use leased assets over the term of the lease. Lease liabilities represent the Organization's contractual obligation to make lease payments and are measured at the present value of the future lease payments over the lease term. ROU assets are calculated as the present value of the future lease payments adjusted by any initial direct costs, deferred rent liability and lease incentives. ROU assets and lease liabilities are recognized at the lease commencement date. The Organization uses the rate implicit in the lease if it is determinable. When the rate implicit in the lease is not determinable, the Organization uses the risk-free rate as permitted in ASU 2021-09, *Discount Rate for Lessees That Are Not Public Business Entities*. The risk-free rate is applied to all classes of leased assets. Lease terms may include renewal or extension options to the extent they are reasonably certain to be exercised. Lease expense is recognized on a straight-line basis over the lease term. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants and to the extent a lease arrangement includes both lease and non-lease components, the components are accounted for separately.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases (continued)

In connection with the transition to ASC 842, the Organization used the modified retrospective approach to measure and recognize leases that existed at July 1, 2022. The Organization elected to apply ASC 842 retrospectively at the beginning of the period of adoption through a cumulative effect adjustment as of July 1, 2022 and continued to apply ASC 840 for the year ended June 30, 2022.

As permitted by ASC 842, the Organization applied the package of three transition practical expedients for leases existing at the transition date. As a result, the Organization did not reassess whether an arrangement is or contains a lease, did not reassess lease classifications as operating or finance leases, and did not reassess what qualifies as an initial direct cost. Additionally, the Organization applied the practical expedient to use hindsight for the purpose of determining the lease term. If a lease includes an extension option, the Organization will consider the changes in facts and circumstances from the initial lease commencement date through the transition date to determine if the changes in facts and circumstances require a change to the initial lease term. In addition, the Organization applies the short-term lease exemption of not recognizing a ROU asset and lease liability for leases that have terms of 12 months or less.

Net Assets

Net assets, revenue, support, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Consist of net assets available for use in general operations that are not subject to donor-imposed restrictions.

Net Assets With Donor Restrictions – Consist of net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or the expending of the net assets for particular purposes as specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the principal is to be maintained in perpetuity (donor-restricted endowment) and only the income from such net assets may be expended as specified by the donor or in accordance with the applicable Massachusetts law. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released to net assets without donor restrictions when the assets are placed in service. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. The Organization had no net assets with donor restrictions as of June 30, 2023 and 2022.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition and Surplus Revenue Retention

Students of the Organization are supported by state and municipal government agencies both within and outside Massachusetts. Therefore, the Organization is subject to the regulations and rate formulas of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division ("OSD"). Revenue is recorded at the Organization's rate of reimbursement as certified by OSD. Tuition revenue is recognized during the year in which the related services are provided to clients. Revenue received in advance of the delivery of services is recorded as deferred revenue.

Under the applicable Commonwealth of Massachusetts regulation, the Organization may not retain an annual surplus in excess of 20% of its Commonwealth of Massachusetts Purchase of Service ("POS") revenues. A surplus in excess of the annual 20% limit is subject to recoupment or may be used to reduce future Commonwealth of Massachusetts POS revenues. During the year ended June 30, 2023, the Organization did not have an annual surplus related to its Commonwealth of Massachusetts POS revenues in excess of the 20% limit allowed. Non-POS revenues are not subject to the regulation but may be subject to other regulatory or contractual limitations

Contributions

Contributions are recognized at the earlier of when received or when the donor declares an unconditional promise to give cash or other assets to the Organization. Conditional promises to give, that is, those with a measurable performance or other barriers to be overcome before the Organization is entitled to the assets transferred or promised, and a right of return or release, are not recognized as contributions revenue until the conditions have been substantially met or waived.

Advertising

Advertising costs, which relate primarily to employee recruitment and promotional materials, are expensed as incurred, and totaled \$87,011 and \$66,972 during the years ended June 30, 2023 and 2022, respectively.

Functional Allocation of Expenses

The costs of programs and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated include employee compensation and related (consisting of salaries, payroll taxes and benefits), occupancy, various other program and administrative costs, and depreciation. These expenses have been allocated on the basis of estimated time and effort, square footage as well as other reasonable allocation methods.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Tax Status***

The Organization is qualified under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal and state income taxes. The Organization is not a private foundation within the meaning of Section 509(a) of the Code. It is an educational organization as described in Sections 509(a)(1) and 170(b)(1)(A)(ii) of the Code.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2020.

Subsequent Events

The Organization evaluated events that occurred after June 30, 2023, the date of the Statement of Financial Position, but before the date the financial statements were available to be issued, November 7, 2023, for potential recognition or disclosure in the financial statements. The Organization did not identify any subsequent events that had a material effect on the accompanying financial statements.

Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total. This information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

2 - LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities of its programs as well as the conduct of services undertaken to support those activities to be general expenditures.

At June 30, 2023, financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date consist of the following:

Cash and cash equivalents	\$ 4,156,363
Less: Client custodial funds held	(15,421)
Accounts receivable	1,376,238
Total financial assets available within one year	\$ 5,517,180

The Organization also has a line of credit (see Note 8) that allows for additional borrowings of up to \$900,000 for working capital purposes. There were no amounts drawn under this arrangement during the years ended June 30, 2023 and 2022.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

3 – CASH – CLIENT REPRESENTATIVE PAYEE FUNDS

Cash and cash equivalents includes student funds provided by the Social Security Administration, other funding sources and the students' parents totaling \$15,421 and \$21,068 at June 30, 2023 and 2022, respectively. The Organization serves as a client representative payee and as such has a fiduciary responsibility over these funds and has recorded an offsetting liability that is included in other current liabilities in the Statement of Financial Position. These funds are held in separate accounts as required by the Social Security Administration.

4 – PROPERTY AND EQUIPMENT

At June 30, property and equipment consisted of the following:

	2023	2022
Land	\$1,326,667	\$1,326,667
Buildings and building improvements	6,934,638	6,987,932
Furniture and equipment	947,461	1,075,082
Motor vehicles	406,932	406,932
Land improvements	183,780	119,986
	9,799,478	9,916,599
Less accumulated depreciation	(4,823,525)	(4,627,207)
	\$4,975,953	\$5,289,392

5 – ACCRUED EXPENSES

At June 30, accrued expenses consisted of the following:

	2023	2022
Payroll and related	\$ 183,087	\$ 681,976
Vacation and holiday	563,178	556,486
Funding source overpayments	366,175	564,308
	\$ 1,112,440	\$ 1,802,770

6 – NOTES PAYABLE

At June 30, notes payable consisted of the following:

	2023	2022
Mortgage note payable to Bristol County Savings Bank (the "Bank") secured by certain real property and payable in monthly installments of principal and interest totaling \$13,436. Interest rate is equal to 4% through April 2026, at which time the interest rate will be adjusted to FHLB Boston 5 Year Classic Regular Advance Rate plus 2.75% (not less than 4%), adjusting every five years until the note's maturity in April 2041.	\$2,397,523	\$ 2,460,129
Mortgage note payable to the Bank secured by certain real property and payable in monthly installments of principal and interest totaling \$1,962 for the first five years. Interest rate is equal to 4.50% through June 2027, at which time the interest rate will be adjusted to FHLB Boston 5 Year Classic Regular Advance Rate plus 2.5% (not less than 4.5%), adjusting every five years until the note's maturity in June 2042.	298,578	308,250

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

6 – NOTES PAYABLE (continued)

	2023	2022
Notes payable to various lenders at interest rates ranging from 7.09% to 12.85%, secured by certain vehicles and equipment and payable in monthly installments of principal and interest ranging from \$253 to \$856, maturing at various dates through December 2027.	104,639	136,851
	2,800,740	2,905,230
Less current portion	(100,442)	(104,623)
	\$2,700,298	\$2,800,607

Long-term debt maturities are as follows for the years ending June 30:

2024	\$ 100,442
2025	106,503
2026	112,501
2027	143,361
2028	131,692
Thereafter	2,206,241
	\$2,800,740

The Organization reported interest costs on notes payable of \$122,286 and \$109,406 for the years ended June 30, 2023 and 2022, respectively.

7 –LEASES**Finance Lease**

The Organization maintains a finance lease for copiers with a lease expiration date of September 30, 2026.

As of June 30, 2023, assets recorded under the finance lease totaled \$48,952 with related accumulated amortization of \$14,686. As of June 30, 2022, assets recorded under capital leases totaled \$83,373 with related accumulated amortization of \$35,874, which was accounted for in accordance with ASC 840. Amortization expense of the assets recorded under the finance lease totaled \$13,233 for the year ended June 30, 2023.

The weighted-average remaining lease term and discount rate related to the Organization's finance lease liability as of June 30, 2023 were 3.25 years and 3.25%, respectively.

Finance lease liability maturities as of June 30, 2023, are as follows:

2024	\$15,820
2025	15,820
2026	15,820
2027	3,956
Total undiscounted lease payments	51,415
Less: imputed interest	(1,502)
Total finance lease liability	49,913
Current portion	(15,634)
Long-term portion	\$34,279

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

7 --LEASES (continued)

Finance Lease (continued)

The interest expense on the finance lease obligation was \$2,013 for the year ended June 30, 2023. The interest expense on the capital lease obligation was \$2,887 for the year ended June 30, 2022.

Short-Term Leases

Lease expenses from short-term leases with terms less than 12 months totaled \$54,606 for the year ended June 30, 2023.

8 -- LINE OF CREDIT

The Organization maintained a line of credit agreement with a borrowing limit of \$900,000 to support the Organization's short-term working capital needs. Payments of interest on the outstanding principal are due monthly at the bank's corporate base rate plus 1% with a floor of 4% (9.25% and 5.75% as of June 30, 2023 and 2022, respectively) with any principal balance due on demand. At June 30, 2023 and 2022, there was no outstanding balance.

9 -- RETIREMENT PLAN

The Organization maintains an employer-sponsored Internal Revenue Service approved Group Annuity Contract Retirement Plan (the "Plan") for the exclusive benefit of its employees and their beneficiaries. Employer contributions to the Plan by the Organization are discretionary and determined annually by the Organization's Board of Directors. Contributions are allocated among all employees with one or more years of service based on length of service. Only qualifying employees employed on the last day of the fiscal year are entitled to their allocable share of the contribution.

There were no discretionary contributions by the Organization for the years ended June 30, 2023 and 2022.

10 -- CONTINGENCIES AND CONCENTRATIONS OF CREDIT RISK

Contingencies

In accordance with the terms of its contracts with the Commonwealth of Massachusetts, the records of the Organization are subject to audit. Therefore, the Organization is contingently liable for any disallowed costs. Management believes that any adjustments that might result from such an audit would be immaterial.

Concentrations of Credit Risk

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash and cash equivalents.

A significant portion of the Organization's revenue and receivables are from purchasing agencies and cities and towns within the Commonwealth of Massachusetts, other New England states, the State of New York, the State of Maryland and the State of Alabama.

THE WHITNEY ACADEMY, INC.

Notes to Financial Statements
June 30, 2023

11 – SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

During the years ended June 30, 2022, the Organization acquired assets by utilizing note payable agreements totaling \$411,090.

During the year ended June 30, 2022, the Organization acquired assets by utilizing capital lease agreements totaling \$72,915.

THE WHITNEY ACADEMY, INC.

85 DR. BRALEY RD.

P.O. Box 619

EAST FREETOWN, MA 02717

TELEPHONE: (508) 763-3737

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October 16, 2023

DIRECTORS

Kevin Marques, Executive Director

Nicole Parent, Program Director

JoAnne Waite, Clinical Director



**WHITNEY
ACADEMY**

"EDUCATION AND TREATMENT IN A CARING ENVIRONMENT"

KEVIN S. MARQUES

PROFILE: NON-PROFIT LEADERSHIP

- *MBA, MSP, CPA, Doctorate (Candidate) Educational Leadership*

Highly accomplished individual with passionate commitments to making a difference, professional development, and public service. Solutions-driven strategist with proven ability to develop vision and execute on goals. Effective leader, adept at inspiring others, demonstrating superior decision-making skills, and gaining stakeholder support for new initiatives. Extensive financial, business, and technical acumen complemented by unique administrative, academic, and clinical knowledge.

CORE COMPETENCIES

- | | | |
|-----------------------|--------------------------------|------------------------------|
| ▪ Strategic Planning | ▪ Finance/Accounting/Budgeting | ▪ Operations Management |
| ▪ Risk Mitigation | ▪ Staffing/Training/Leadership | ▪ Policy/Program Development |
| ▪ Executive Reporting | ▪ Presentations/Negotiations | ▪ Project Management |
| ▪ Change Management | ▪ MIS Management/Support | ▪ Community Leadership |

PROFESSIONAL EXPERIENCE

Whitney Academy, East Freetown, MA **2009 – Present**
State-of-the-art, not-for-profit residential treatment center accredited by the Joint Commission

Executive Director (2019- Present)

Assistant Executive Director (2018 – 2019)

Chief Financial Officer (2015 – 2018)

Assistant Controller (2012 – 2015)

A/R Clerk (2011 – 2012)

A/P Clerk (2009 – 2010)

Summary of Responsibilities:

- Manage financial, accounting, and regulatory operations spanning 5 residential, school, and administrative facilities. Control organizational cash flow and capital expenditures.
- Prepare and administer annual \$10M+ budget and UFR, approved by Board of Directors.
- Conduct financial planning and analysis, with a focus on cost control and risk mitigation.
- Design, implement, and monitor internal controls and other agency-wide policies.
- Review and audit all accounting transactions for integrity and accuracy.
- Generate financial statements and analytical reports for external auditors.
- Oversee Management Information Systems, including Accounting and Payroll software (Blackbaud & ADP), VPN, VMWare, firewalls, wi-fi, and security.
- Provide status reports, key findings, and recommendations to Executive Director.

Selected Financial & Business Achievements:

- **Significantly increased profitability** through expert forecasting and proactive monitoring.
- **Strengthened internal controls** to prevent fraud and conflict of interest.
- **Doubled cash balances**, improved cash flow, and maintained superior cash position.
- **Developed budgetary allocation for multiple departments** including Residential, Education, Administration, Medical, and Maintenance.
- **Proposed and secured buy-in** to bring outsourced Payroll in-house, saving \$20K annually.
- **Generated cash savings that enabled purchase of 2-3 properties** for residential, administrative, and school expansion; identified space and negotiated a bargain price.
- **Financial Project Leader** on integration of Payroll into centralized HR/ADP system.
- **Created a disaster recovery program** that identified vulnerabilities, and implemented action plans to reduce risk of down time and lost revenue.

Selected Leadership Achievements:

- **Earned rapid promotions** from an individual contributor to leadership roles.
- **Informally held joint responsibility as Co-Executive Director** during leave of absence.
- **Stepped up to manage MIS function** and became a “go to” resource for technology users; trained and provided leadership to IT coordinator.
- **Advisor to Executive Director and HR Director** on pending or possible litigation actions.

- **Initiated weekly/bi-weekly meetings with key departments**, including Admissions and Recruiting, to better understand their operations, needs, and expenses.
- **Managed 3 employees at peak:** A/R Clerk, A/P Clerk, and Accounting Supervisor.

Kevin S. Marques | [REDACTED] | Page 2 of 2

COMMUNITY LEADERSHIP

MAAPS (Massachusetts Association of 766 Approved Private Schools) 2015 – Present

Professional Development Group Committee Member

Contributed to the development and implementation of professional development activities for all 5 members: Executive Managers, CFO/Business Managers, Education Directors/Principals, and Clinical/Residential Directors.

- **Planned and orchestrated 6 workshops annually**, each attended by 20-60 leaders.
- **Screened presenters** to determine competency in specific field.
- **Optimized workshop attendance** through cost-effective pricing and interactive training.
- **Measured effectiveness of workshops** and assessed feedback for expectations.
- **Retrenched program budget** to receive maximum results.

VOLUNTEER ACTIVITIES

Active Red Cross Volunteer
Income Tax Assistance (VITA)
School on Wheels

TECHNICAL SKILLS

MS Office Suite (Word & Excel), Adobe Photoshop, QuickBooks, Blackbaud, Microsoft Dynamics SL (Solomon), Crystal Reports, ADP Payroll, SharePoint, WebEx, PC Repair, VPN, Security, Firewalls

CERTIFICATIONS

CPA, Certified Public Accountant - Massachusetts
Massachusetts Notary Public
Training for Intervention Procedures (TIPS)

EDUCATION

Doctorates in Educational Leadership, 2017 – Present; anticipated graduation, 2020
Southern New Hampshire University, Hooksett, NH

General Master Level Psychology Courses, 2017 – Present
Grand Canyon University, Phoenix, AZ

MBA, Masters in Business Administration, GPA 3.778/4.00
University of Massachusetts Dartmouth, North Dartmouth, MA, 2009-2011

Bachelor of Science, Accounting, Magna Cum Laude, Major GPA 3.820/4.00
University of Massachusetts Dartmouth, North Dartmouth, MA, 2005-2009

Bilingual: Fluent in English & Portuguese

Nicole Parent, M.Ed.

Program Director, Whitney Academy, Inc.

EDUCATION

Master of Education, Education Leadership and Management
January 2003

Bachelor of Arts, Special Education
Bridgewater State University - May 1996

EMPLOYMENT HISTORY

Director of Program Services (October 2013 – Present)
Whitney Academy, Inc.

- Supports staff and organizational committees with practices and programming that reduce recidivism and encourage positive behavior change.
- Supervise administrative systems, reporting, and other data collection
- Ensure contractual obligations and compliance with all standards, laws, and ordinances
- Ensure all standards, procedures and protocols are implemented as defined
- Oversee and support all departmental directors
- Monitor and evaluate all day-to-day activities and program needs

Education Director (November 2002 - October 2013)
Whitney Academy, Inc.

- Managed department of 20+ Teachers, Aides, and other direct service providers

- Ensured compliance with regulations set forth by licensing authorities (i.e. DESE, EEC, etc.) and with contractual obligations of placing agencies (i.e. DCF, DHHS, etc)
- Monitored IEP related programs to ensure accurate and consistent implementation
- Collaborate, manage and evaluate systems to ensure the achievement of student IEP goals and related progress measures
- Plan, organize, and administer special education programs, including curriculum review and implementation, technical assistance to staff, and program development and evaluation

Special Education Teacher (February 1998- November 2002)

Whitney Academy, Inc.

- Provided classroom and individualized instruction based on student needs
- Conducted evaluations in preparation for IEP development
- Monitored IEPs to ensure accurate and consistent implementation
- Trained and supervised Teacher Aide working in the classroom
- Provided written student reports and presented student progress at team meetings

Special Education Teacher (September 1996- June 1997)

Bristol County Agricultural High School

- Provided 9th grade English and Science instruction in self-contained classrooms
- Co-taught 10th grade inclusive classroom
- Provided verbal reports to parents

REFERENCES

References are available on request

JoAnne M. Waite, LMFT

Q U A L I F I C A T I O N S

The diverse work experience I have has enabled me to be an extremely confident and trustworthy person. I believe my leadership abilities, empathy and honesty has provided me with the opportunity to work with a diverse population in an intellectual environment. I work cooperatively with healthcare agencies and stakeholders in Rhode Island and Massachusetts; DCYF, Family Services of Rhode Island, Day One, Attorney General and Crossroads, that provide multi-cultural and multi-disciplinary support services that foster personal growth of youth, adults and their parents/guardians.

The ability to communicate in order to provide a wide range of training and development to professionals and paraprofessionals has afforded me the opportunity to collaborate with a wide variety of healthcare agencies and stakeholders in Rhode Island and Massachusetts, that represent community organization to better support young people and their families in need. In my work with a variety of family systems, community and correctional agencies and outreach organizations, I have facilitated many projects to develop and implement programs and resources that enhance interpersonal safety, social skills groups, anger management and skills streaming, in order to develop positive behavioral interventions and increase awareness. Within the capacity of a practicing clinician in public schools, residential and in private practice, I have worked with a variety of people in their quest for spiritual, moral and ethical enrichment and strategies to achieve academically and socially. I have extensive experience in the oversight and development of all aspects of clinical and community training and outreach functions of the center, focusing on complying with licensing, legal, and ethical standards of practice in order to be responsible for planning, developing, directing, coordinating and administrating a comprehensive regional service delivery system oriented toward maximizing the efficiency and availability of both private and public services to children youth and their families. Throughout my career, I have demonstrated commitment to statewide program of social services for families, children and adults, including child welfare services, day care, work incentive, family planning, and homemaker services, mental health services and juvenile and adult probation services.

W O R K H I S T O R Y

Clinical Director, Day One, Providence, RI

October 2017-Current

The Clinical Director is responsible for the development, implementation, oversight and evaluation of all Day One clinical services, as well as for the management and supervision of the Rhode Island Children's Advocacy Center (CAC) and Clinical Supervisors. Principal duties and responsibilities include developing and implementing a strategy for growth and expansion of Day One clinical services within the scope of the strategic plan. Ongoing assessment of clinical needs of Day One clients. Recruits, hires, and supervises clinical staff and interns. Develops and implements state-of-the-art, evidence-based, trauma-focused treatment strategies for the out patient and group clinical program. Provides trauma-focused treatment to survivors of all ages of sexual abuse and exploitation. Develops, implements, and evaluates all clinical and CAC operations policies and procedures. Assures proper maintenance of all clinical records, statistics, and reports in compliance with local, state, and federal laws and funding requirements. Develops and monitors annual clinical program budget. Collaborating in order to foster effective relationships with all appropriate community stakeholders, including clinical programs, educational and medical institutions, state agencies, insurance companies, and key community leaders. Serves as spokesperson for Day One to media, community groups, organizations, funding sources, and elected officials as required through public speaking, presentations and trainings. Provides consultation and community outreach to professional colleagues, community groups, organizations, or individuals seeking assistance in issues related to sexual abuse.

Clinical Consultant, Greater Lakes Children's Alliance, Bedford, New Hampshire April 2019 – Current

The clinical Consultant is responsible for the development and implementation of behavior health services within the Children's Advocacy Centers at Greater Lakes Children's Alliance. Recruits, hires, and supervises clinical staff and interns. Develops and implements state-of-the-art, evidence-based, trauma-focused treatment strategies for the out patient and group clinical program. Provides trauma-focused treatment to survivors of all ages of sexual abuse and exploitation. Develops, implements, and evaluates all clinical and CAC operations policies and procedures. Assures proper maintenance of all clinical records, statistics, and reports in compliance with local, state, and federal laws and funding requirements. Develops and monitors annual clinical program budget. Collaborating in order to foster effective relationships with all appropriate community stakeholders, including clinical programs, educational and medical institutions, state agencies, insurance companies, and key community leaders.

Clinical Director, Boys Town New England

January 12, 2015 – October 2017

The Clinical Director at Boys Town New England provides the support and clinical/educational treatment direction of the youth in the Boys Town Family Homes Program and Boys Town Foster Family Services. The Clinical Director collaborates and supports the Residential Director and Foster Family Services Director in making recommendations, referrals for evaluations, clinical assessments and on-going group or individual treatment, depending on the goals and objectives. The Clinical Director supervises the Clinical Support Specialists in their therapeutic approach to supporting the youth in the care of Boys Town New England. The Clinical Director also has the responsibility to communicate with other outside clinical providers as well as the Portsmouth School District, in order to manage and facilitate collaborative treatment within the Boys Town model of care. The Clinical Director renders the therapeutic services to the youth (ages 18 months - 18 yo.) and families in order to identify needs in development and foster a better understanding of how to obtain the goals in school, life skills, and at home utilizing a multi-systems cognitive behavioral approach.

Clinician, Dr. DayCare Family, Inc.

June 2010 – September 2014

As a part of a team, I collaborate to create behavior management plans to improve student behavior. The students range in age from 3 years old to 13 years old. In cooperation with classroom teachers, social workers, psychologists and various family resources in Rhode Island, the behavior plans are created, implemented and monitored by the clinician. When necessary, I will participate and provide assessments and feedback regarding the child's progress in larger system team meetings with school districts, focusing on IEP's, DCYF and CEDARR, in the areas of Pawtucket, Woonsocket, Lincoln and Warwick. The clinical role requires assistance to all students, individually or in groups, to develop personal/social/behavior goals and conjointly meet with the parent/guardian to address concerns and achievements. On a monthly basis I lead training, workshops and other professional development activities to on line staff at the agency. The schedule for these trainings and workshops are focused on learning new approaches and techniques to better manage the children in our care. Paperwork and assessments are an essential part of the clinical position as well as maintaining the child's record in accordance with DHS regulations. When in the classroom setting, I provide direct feedback and support to the classroom staff and assist in any behavioral issues that may arise. In managing the cases it is equally as important to develop strong connections and positive relationships with both the classroom staff and the children.

Clinician, Ocean State Psychotherapy, Inc.

May 2003-June 2010

A Licensed Marriage and Family Therapist providing clinical services to children, adolescents, young adults, families, and couples. I facilitated groups on a regular basis for children, adolescents and young adults. Specific themes of the groups deal with conflict resolution, self-esteem, social skills, healthy coping skills, resolving eating disorders, healthy sexuality, and many more, focused on empowering adolescents and young adults, especially females, to make healthy choices.

A vital part of the therapy process was implementing and evaluating assessments to determine a diagnosis and create a treatment plan that would enable the client to be successful in achieving their therapeutic

goals. As the Clinical Manager at OceanState Psychotherapy, Inc., I also facilitated meetings and implemented various trainings and workshops to other clinical staff. We would collaborate as a team to review cases and provide important supervision on difficult cases. While in private practice, I facilitated sex offender specific treatment groups with adult males on parole and probation. I also provided trauma focused therapy to families living with a sex offender. During this time frame, I provided sexual abuse evaluations and sex offender risk assessments for state probation and parole focused on adjudicated male juvenile offenders.

Unit Director, The Stetson School, Inc.

December 1999-2003

The Stetson School is a residential treatment facility for adolescent males ranging in age from 10-18 years, who have been adjudicated for a sexual crime. The Unit Director responsibilities include supervising and coordinating treatment focused activities for the Main/Ryder Team, which consists of 24 students and 25 staff. As the Unit Director, I had the opportunity to develop and implement treatment oriented programming in order to improve the team knowledge, performance and morale, when treating the adolescent sex offender population.

By developing staff and utilizing the strengths of the team, the team then demonstrated a commitment to working more cooperatively and effectively with each other. In addition to developing new programming, the Unit Director works cooperatively with the Program Team in assigning caseloads, training staff, leading the student's treatment, assessing the students risk to re-offend, and providing training in new policies and procedures, as well as community outreach.

While in this role of Unit Director, I supported and coached both staff and students to address the social, emotional and behavioral needs of the students. Our agency had residents from upwards of 13 different states and it was imperative for me to be up to date on treatment plans, IEP's, parole/probation guidelines and other requirements to support the student in their success. While employed at the Stetson School, I facilitated the development of a high and low ropes course in cooperation with the Project Adventure Team. The ropes course enabled us to create an alternative form of team building and to provide both staff and students with a challenging and empowering opportunity to increase their self-esteem.

Clinician/Art Therapist, Adult Correctional Institute

June 1998-December 2014

The role of clinical art therapist at the corrections facility allows me the opportunity to work with the adult male sexual offender population. The role allows me to facilitate relapse prevention groups and art therapy groups focused on increasing self-esteem, grieve therapy, anger management, and resolving trauma. I work as a part of the Sex Offender Treatment Program organized and implemented by Peter Loss. The experience I have gained as an Art Therapist and Clinician has been tremendous. I have the ability to assess the group members and establish goals to fit their needs, as well as the ability to administer and assess sex offender specific evaluations and assessments that determine risk to re-offend. (Static/Stable)

Clinician, The Stetson School, Inc.

March-December 1999

As a clinician on the Alden/Johnson Team, I was responsible for providing treatment to 12/15 adolescent male sex offenders, ranging in age from 13 to 17 years old. The clinician provides direct psychological care to the individuals during weekly sessions and in a group setting. Additional duties included planning, developing, assessing, and implementing individual treatment plans and evaluating the individuals progress in treatment. The team worked collaboratively to develop effective programming and to review each case to ensure the appropriate services were being provided. Personal development was in the form of attending numerous training, conferences, and individual supervision.

Art Therapist, Elizabeth Buffum Chace House

January 1995-1999

The art therapy group was developed five years ago for children and adolescents, age 5 to 17, who have been victims of domestic violence and/or sexual abuse. The group's curriculum focused on developing appropriate skills to express emotion, enable the child/adolescent to understand the trauma and to give them alternatives to acting out behaviors. The art allows the child/adolescent to process their experiences and to interrupt the cycle of abuse.

AmeriCorps School Liaison, Rhode Island Children's Crusade

September 1996-1999

A division of President Clinton's domestic Peace Corps. This year of service requires the liaison to make personal connections with Crusaders, ages 12-15, parents, teachers, guidance counselors, and other community representatives. These connections are made in order to connect Crusaders to appropriate services and to assist Crusaders in developing age appropriate academic, social and employable skills. All work is accomplished through cooperating with a multi-disciplinary team within the agency and the community. Assessing and developing a support network with the Crusaders and their community includes developing and implementing after school programs focusing on personal/social development skills, community service and behavior modification. The year of service also included personal volunteer work as an active advocate for The Rape Crisis Center, and participating in ongoing personal development training.

I have continued to support the AmeriCorps NEISP (National Early Intervention Scholarship Program) Program in the capacity of being a facilitator and coach. The role requires a great deal of high performance team training, organization and implementation of goals and objectives. The goals and objectives of the program are executed by a staff of 8/10, with support from the coach and facilitator. The leadership responsibilities are to measure and evaluate the staff, ensure outcome objectives are being managed appropriately, and to allow the children to grow and learn from their peers and role models.

Special Education Instructor, EastConn PACE Program September 1990-1994

A private pro-active cooperative education program, providing day services to behavioral/emotional disordered children and adolescents. Responsibilities included organizing, developing and implementing individual education plans for a variety of academic subjects and levels. Developing and implementing individual behavior plans, coordinating daily plans for client and staff development and monitoring data based behavior management plans. Trans-disciplinary team meetings were instrumental in focusing on the students program. In addition to educational aspects of the curricula, I created the art program for the five classrooms, coordinating and fulfilling weekly activities to promote growth and self-esteem.

E D U C A T I O N

University of Rhode Island
Masters Marriage and Family Therapy
1997- 1999

Springfield College
Masters in Art Therapy
1994-1996

State University of New York, New Paltz
BFA Art History
1984-1988

Current Licensure

Licensed Marriage and Family Therapist/State of New Hampshire (LMFT) #245
Licensed Marriage and Family Therapist/State of Massachusetts (LMFT) #1223
Licensed Marriage and Family Therapist/State of Rhode Island (LMFT) #00086
Licensed Marriage and Family Therapist/State of Florida (LMFT) # MT3134
Certified School Psychologist of Rhode Island #63657

Professional Memberships

Association for the Treatment of Sexual Abusers (ATSA)
Clinical member
American Art Therapy Association (AATA)
Clinical member
American Association of Marriage and Family Therapy (AAMFT)
Clinical Member / Approved Supervisor
National Association for Forensic Counselors (NAFC)
Certified Clinical Criminal Justice Specialist
Rape Aggressive Defense (R.A.D.) Instructor/Director of Rhode Island Chapter
Resisting Aggression Defensively(r.a.d.KIDS) Kids Instructor

Professional Certifications

Eye Movement Desensitization and Reprocessing (EMDR)
Dialectical Behavior Therapy (DBT)
Rape Aggressive Defense (RAD) Instructor
radKIDS Instructor
Project Adventure Facilitator
Therapeutic Crisis Intervention (TCI)
Deviant Arousal Training
Neurofeedback Provider
AAMFT Approved Supervisor
Trained/Provider: CFTSI (Child and Family Traumatic Stress Intervention)
Trained/Provider: Choose Love Curricula
Trained/Provider: Peace Love Creator (national expressive art therapy program)
Trained/Provider: Vicarious Trauma Trainer
Trauma Focused Cognitive Behavioral Therapy (TF_CBT)

Professional References

Rachel Thorpe, LICSW
Sarasota, Florida
(401) 595-7604

Pamela O'Neill, LICSW
Rockland, MA
(978) 424-6058

Peter Loss, LSW
East Lyme, CT
(401) 578-3477

Tammy David, East Providence Police Department
East Providence, RI
(401) 480-2986

Contractor Name

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Kevin Marques	Executive Director	22,894.
Nicole Parent	Program Director	14,266.
JoAnne Waite	Clinical Director	11,523.

10.2023

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lois A. Shilbette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2966 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,288,503.00	6,288,503.00	19,903,207.01

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,969,640.18	\$47,654,587.00	\$47,654,587.00	\$146,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NHSADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Merice ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1. Robert Ricker, Administrator for DCYF
2. Richard Sarette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE			
Residential Treatment Services for Children's Behavioral Health			
PROJECT ID NUMBER			
RFP-2021-DBM-12-RESID			
LEVEL OF CARE			
Level 2			
	Proposer Name	Option/Program	TOTAL SCORE
1	Chisae Home	Portsmouth	83
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	78
4	Home for Little Wanderers	Koons House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Speulding Academy & Family Services	Speulding	81
9	St. Anna Home, Inc.	St. Ann's	93
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kera Buckon, Administrator, DCYF
- 4 Tarja Godfredsen, Business Administrator, Finance



New Jersey Department of Health and Human Services
 Bureau of Contract & Procurement
 Request for Proposal Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-009-12-RE34		
LEVEL OF CARE	Level 3	Minimum Program	10/14/2020
1	Devereaux Foundation	Devereaux Level 3 Intensive	83
2	Easter Seals	NJ Boys - Intensive	85
3	Easter Seals	Lancaster - Intensive	81
4	Easter Seals	Zachary - Intensive	88
5	Easter Seals	NJ Kids - Intensive	81
6	Home for Little Wanderers	Home	71
7	Mount Prospect Academy, Inc.	Mount	88
8	Mount Prospect Academy, Inc.	Option A Adv Motion	81
9	Mount Prospect Academy, Inc.	Option A Mid Firm Plus	81
10	Mount Prospect Academy, Inc.	Option A PDS Runner	84
11	Mount Prospect Academy, Inc.	Option A Durand Pym	88
12	Mount Prospect Academy, Inc.	Option C Care Hampart	81
13	Mount Prospect Academy, Inc.	Option C Care Pym	88
14	Mount Prospect Academy, Inc.	Option D Safe Care Canyon	88
15	Pine Haven Boys Center	Plus	78
16	Spaulding Academy & Family Services	SP	84
17	Spaulding Academy & Family Services	SP	80
18	Spaulding Academy & Family Services	SP	80
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Stouffer Bethel, Inc.	Stouffer	80
22	Upward Partnership, Intuitive, Inc.	Memora	81
23	Wheley Academy Inc.	Option A	81

Professional Information

- 1 Any Licensed Program Specialist IV, CDM
- 2 Licensed Counselor, Program Specialist IV, CDM
- 3 Kathleen Tobol, Program Specialist IV, CDM
- 4 Jessica Kestner, Administrative, DCF
- 5 Eric Leonard, Administrative, DCF
- 6 Barbara Lippert, Financial Reporting Admin



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE			
Residential Treatment Services for Children's Behavioral Health			
PROJECT ID NUMBER			
RFP-2021-DBH-12-RESID			
LEVEL OF CARE			
Level 4			
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	63
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pkcs	62
3	Mount Prospect Academy, Inc.	Option D ERT Compton	63
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	66
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C CBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	65
8	Youth Opportunities Upheld Inc.	Option C ICBAT	66
9	Youth Opportunities Upheld Inc.	Option G ICBAT	66
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	68

Reviewer Name and Title

- 1 Daryl Tenney, Program Specialist IV, CBH
- 2 Adela Bauman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tania Godfredsen, Business Administrator, Finance
- 6 Elizabeth Lafontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health


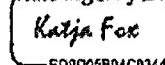
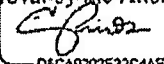
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Whitney Academy, Inc.		1.4 Contractor Address 85 Dr Braley Road, PO Box 619 East Freetown, MA 02717	
1.5 Contractor Phone Number (508) 763-3737 Ext: 223	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$6,387,177
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/14/2021 <small>EAFF60222C7F3443...</small>		1.12 Name and Title of Contractor Signatory Kevin Marques Executive Director	
1.13 State Agency Signature  Date: 6/25/2021 <small>ED9D065B04C83442...</small>		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/25/2021 <small>D5CAB202E32C4AE...</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials
 Date: 6/14/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 6/14/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Date 6/14/2021

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency



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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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- support a transition to a more appropriate level of care which aligns with the needs of the individual.
- 1.13.6. Discharge and Transition
- 1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.
- 1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.
- 1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:
- 1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.
- 1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.
- 1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community
- 1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.
- 1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.
- 1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. **Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
 - 1.14.3.2. Crisis Prevention Institute (CPI),
 - 1.14.3.3. Professional Crisis Management (PCM),
 - 1.14.3.4. Mandt,
 - 1.14.3.5. Handle with Care, or
 - 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
- 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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- 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.
 - 1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.
 - 1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.
 - 1.15.1.1.2.4. Developing a youth peer mentor model.
- 1.15.1.2. Family Voice and Engagement
 - 1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:
 - 1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.
 - 1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.
 - 1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
 - 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
 - 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services.
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to test stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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
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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				DS 

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Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Whitney Academy, Inc.	East Freetown, MA	15	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. **Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.

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- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and



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family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. **Medical Care:**

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

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- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

- 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.7.6.1.4. Recreation (clubs, sports, work).
 - 2.7.6.1.5. Family and sibling visits.
 - 2.7.6.1.6. Other as required by the individual's treatment plan.

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- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Reserved

2.9. Reserved



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2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. The Whitney Academy

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 milieu
Direct Care 2nd shift	Milieu 1:3	1:2 milieu
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:6
Family Worker	1:8	Not allocated (see clinical)
Family Therapist	1:8	Not allocated (see clinical)
Transportation	Not Required	Not allocated

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Case Manager	1:8 or see Family Worker	Not allocated (see clinical)
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:45
Nursing Staff	24/7, available, and shall be onsite regularly	4:45
Psychiatrist	Availability of prescriber or psychiatry on site	Not allocated
Psychologist	Availability of prescriber or psychiatry on site	1:45
Medical Doctor, APRN	Not Required	1:45
Psychiatric Nurse Practitioner	Not Required	1:45
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Neurobehavioral needs;
- 3.5.1.2.3. Gender Identity;
- 3.5.1.2.4. Aggressive behavior;
- 3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.6. Fire Setting
- 3.5.1.2.7. Problematic Sexual Behavior
- 3.5.1.2.8. Highly Aggressive Behavior
- 3.5.1.2.9. Human Trafficking

3.6. Reserved

3.7. Reserved

3.8. Reserved

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3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals

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Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>)

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

	<ul style="list-style-type: none"> • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
<p>Transition & discharge</p>	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children-receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

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- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

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- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the

**New Hampshire Department of Health and Human Services
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communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

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- 8.1. The Contractor shall keep records that include, but are not limited to:
- 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
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EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 - CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 643 - STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 646 - TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
 - 4.1.1. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
 - 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$6,387,177.00
 - 4.5.2. SFY 22: \$2,129,059.00
 - 4.5.3. SFY 23: \$2,129,059.00
 - 4.5.4. SFY 24: \$2,129,059.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

6/14/2021

Date

DocuSigned by:

Name: KEVIN Marques

Title: Executive Director

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Vendor Initials

6/14/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director

Contractor Initials

6/14/2021

Date



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director

Exhibit G

Contractor Initials

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km

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials AM

Date 6/14/2021

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials

LM

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/25/2021

Date

the whitney Academy inc.

Name of the Contractor

Kevin Marques

Signature of Authorized Representative

Kevin Marques

Name of Authorized Representative

Executive Director

Title of Authorized Representative

6/14/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/14/2021

Date

DocuSigned by:

Name: Kevin Marques

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 603032013

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit). will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery location's.
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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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mount Prospect Academy, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 86,376,951
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated herein.

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All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to January 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/13/2023

Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Mount Prospect Academy, Inc.

12/13/2023

Date

DocuSigned by:
Jeff Caron
Name: Jeff Caron
Title: president

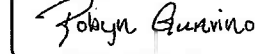
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/13/2023

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team;
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency teams, and DCYF staff to deliver treatment according to System of Care principles;
 - 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

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- 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:
 - 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
 - 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;

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**New Hampshire Department of Health and Human Services
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- 1.8.2.3. RSA 126-U;
- 1.8.2.4. RSA 135-F;
- 1.8.2.5. He-C 4001;
- 1.8.2.6. He-C 6350; and
- 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.
 - 1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below



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the recommended levels and provide a plan for Department review that describes strategies to:

- 1.11.2.2.1. Ensure individual and staff safety is maintained at all times;
- 1.11.2.2.2. Ensure quality of services is not compromised; and
- 1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

- 1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.
- 1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
- 1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio.
- 1.11.3.4. The Contractor shall develop and implement staff training that includes, but is not limited to the following:
 - 1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.
 - 1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.
- 1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.
- 1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:
 - 1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide

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Residential Treatment Services for Children's Behavioral Health
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Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.

1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.



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- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to support a transition to a more appropriate level of care which aligns with the needs of the individual.
- 1.13.6. Discharge and Transition
 - 1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged

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because they demonstrate behaviors described in the target population.

- 1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.
- 1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:
 - 1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.
 - 1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.
 - 1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community.
 - 1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.
- 1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
- 1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate,

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reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
 - 1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:
 - 1.13.14.1. There are no openings at the time of referral;
 - 1.13.14.2. The age of the referred child is greatly different than the current milieu;
 - 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
 - 1.13.14.4. There are specialty Care needs revealed during their course of treatment;



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- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or
- 1.13.14.6. The individual's needs fall well outside the program model.
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and Restraint Use ©, for Department review, including but not limited to the following:
 - 1.14.3.1. Therapeutic Crisis Intervention (TCI).
 - 1.14.3.2. Crisis Prevention Institute (CPI).
 - 1.14.3.3. Professional Crisis Management (PCM).
 - 1.14.3.4. Mandt.
 - 1.14.3.5. Handle with Care.

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- 1.14.3.6. Another model approved by the Department.
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. **Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.
 - 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both

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productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

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- 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
- 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.
- 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
- 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population;
 - 1.16.1.2. Understanding the family's and their community's values and cultures; and
 - 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

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- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education.
 - 1.17.1.3. Clinical Medical.
- 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
- 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing;
 - 1.18.1.2. Family-friendly;
 - 1.18.1.3. Provide for normalcy;
 - 1.18.1.4. Approximate community-based settings in as many ways as possible;
 - 1.18.1.5. Safe; and
 - 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

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- 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
- 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
- 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
- 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include, but is not limited to:
 - 1.19.4.1. Twenty-four (24) hour services.
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety.
 - 1.19.4.3. Family engagement.
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed.
 - 1.19.4.5. Coordination of education services.
 - 1.19.4.6. Additional services based on the Level of Care identified and the program model.
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:

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- 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services;
- 1.19.5.2. The age and developmental level of the population;
- 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions;
- 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system;
- 1.19.5.5. Previous assessments which have been completed including, but not limited to:
 - 1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.
 - 1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.
 - 1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

1.20. Trauma Informed Care

- 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
- 1.20.2. The Contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach, including:
 - 1.20.2.1. Safety;
 - 1.20.2.2. Trustworthiness and Transparency;
 - 1.20.2.3. Peer Support;
 - 1.20.2.4. Collaboration and Mutuality;
 - 1.20.2.5. Empowerment, Voice and Choice; and

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- 1.20.2.6. Cultural, Historical, and Gender Issues.
- 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
- 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals whose needs prevent them from living with their families during the course of treatment.
- 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.
- 1.20.6. The Contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.
- 1.21. Evidence Based Practices**
- 1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:
- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy.
- 1.21.1.2. Cognitive Behavior Therapy.
- 1.21.1.3. Dialectic Behavior Therapy.
- 1.21.1.4. Motivational Interviewing.
- 1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.
- 1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.
- 1.21.4. The Contractor shall provide notice to the Department when they are implementing a new Evidence Based Practice.
- 1.22. Clinical and Medical Standards**
- 1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.
- 1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

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- 1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.
- 1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.
- 1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.
- 1.22.6. The Contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include, but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers, with the goal of reducing recidivism and reentry into residential treatment from their home and community.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including, but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.

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- 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct.
- 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct.
- 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse.
- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge.
- 1.25.1.7. Reporting and appealing staff grievances.
- 1.25.1.8. Reporting employee injuries.
- 1.25.1.9. Client rights, grievance and appeals policies and procedures.
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing.
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.25.1.12. Procedures related to quality assurance and quality improvement.

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- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized;
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date.
- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:
 - 1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to the referral source and BCBH.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment; and
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. **Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

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- 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and
 - 1.26.2.1.3. Scheduled work for the upcoming week; and
- 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
 - 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
 - 1.26.3.2. Ensure the Department is provided with access that includes, but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

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2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	MPA at Warren Adventur-Based	Warren, NH	8	N/A
	MPA at Plymouth: Summit Program	Plymouth, NH	4	N/A
	MPA at Rumney: PSB	Rumney, NH	10	N/A
	MPA at Pike: Hall Farm	Pike, NH	8	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term	MPA at: STEP South Program	Hampton	2 temporarily, 4 long term	N/A
	MPA at: STEP North Program	Campton	4	N/A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	MPA at Hampton: Cast	Hampton, NH	4	N/A
	MPA at Plymouth Cast	Plymouth, NH	16	N/A
Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute	MPA at Pike: Subacute Blake House and Mitchell House	Pike, NH	8	N/A
Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)	MPA at Hampton: ERT	Hampton, NH	8	N/A
	Mpa at Campton: ERT	Campton, NH	12	N/A

2.4. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

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- 2.4.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.
- 2.4.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes, but is not limited to:
- 2.4.2.1. Highly structured treatment on a 24/7 basis.
 - 2.4.2.2. Structured and safe, therapeutic milieu environment.
 - 2.4.2.3. Medication Monitoring and management.
 - 2.4.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.4.2.5. Concentrated individualized treatment.
 - 2.4.2.6. Specialized assessment and treatment services.
 - 2.4.2.7. Community Supports.
 - 2.4.2.8. Access to public school education and/or an approved special education program on site or subcontracted
 - 2.4.2.9. Specialized social services.
 - 2.4.2.10. Behavior management.
 - 2.4.2.11. Recreation.
 - 2.4.2.12. Clinical Services.
 - 2.4.2.13. Family Services.
 - 2.4.2.14. Vocational Training.
 - 2.4.2.15. Medication Monitoring, as clinically indicated.
 - 2.4.2.16. Crisis Intervention.
- 2.4.3. **Staffing**
- 2.4.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

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2.4.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.4.3.2.1. Direct Care Staff/Milieu:

2.4.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.4.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.4.3.2.2. Clinical Services

2.4.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.4.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.4.3.2.2.3. Clinical Ratio: 1:8

2.4.3.2.2.4. Family Therapist 1:8

2.4.3.2.2.5. Family Worker: 1:8

2.4.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.4.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.4.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.4.3.2.3. Medical Care:

2.4.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple

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programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.4.3.2.3.2. Availability of prescriber or psychiatry on site.

2.4.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.4.4. Supported Visits

2.4.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.4.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.4.5. Educational Services

2.4.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.4.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.4.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.4.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

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- 2.4.5.4.1. Transitional Services.
- 2.4.5.4.2. Vocational Services.
- 2.4.5.4.3. Formal Education.
- 2.4.5.4.4. Training Programs.
- 2.4.5.4.5. Independent Living Skills.

- 2.4.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.4.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.4.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.4.6. Transportation

- 2.4.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following, but not limited to:
 - 2.4.6.1.1. Court Hearings.
 - 2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.4.6.1.4. Recreation (clubs, sports, work).
 - 2.4.6.1.5. Family and sibling visits.
 - 2.4.6.1.6. Other as required by the individual's treatment plan.
- 2.4.6.2. The Contractor shall coordinate or provide such transportation as follows, including, but not limited to:
 - 2.4.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe

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and appropriate for a parent or guardian to provide such transportation.

2.4.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.4.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.

2.4.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.4.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.5. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

2.5.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of



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residential, clinical, and educational services which youth have access.

2.5.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes, but is not limited to:

2.5.2.1. Highly structured treatment on a 24/7 basis.

2.5.2.2. Structured and safe, therapeutic milieu environment.

2.5.2.3. Medication Monitoring and management.

2.5.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.5.2.5. Concentrated individualized treatment protocol.

2.5.2.6. Specialized assessment and treatment services.

2.5.2.7. Community Supports.

2.5.2.8. Access to public school education and/or an approved special education program on site or subcontracted.

2.5.2.9. Specialized social services.

2.5.2.10. Behavior management.

2.5.2.11. Recreation.

2.5.2.12. Clinical Services.

2.5.2.13. Family Services.

2.5.2.14. Vocational Training.

2.5.2.15. Medication Monitoring, as clinically indicated.

2.5.2.16. Crisis Intervention.

2.5.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.

2.5.3. **Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

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2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Direct Care Staff/Milieu:

2.5.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.5.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.

2.5.3.2.2. Clinical Services

2.5.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.5.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.5.3.2.2.3. Clinical Ratio: 1:8

2.5.3.2.2.4. Family Therapist 1:8

2.5.3.2.2.5. Family Worker: 1:8

2.5.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8

2.5.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.5.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.5.3.2.3. Medical Care:

2.5.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple

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programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.5.3.2.3.2. Availability of prescriber or psychiatry on site.

2.5.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.5.4. Supported Visits

2.5.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.5.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.5.5. Educational Services

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.5.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.5.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

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- 2.5.5.4.1. Transitional Services.
- 2.5.5.4.2. Vocational Services.
- 2.5.5.4.3. Formal Education.
- 2.5.5.4.4. Training Programs.
- 2.5.5.4.5. Independent Living Skills.
- 2.5.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.5.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.5.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.5.6. Transportation

- 2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.5.6.1.1. Court Hearings.
 - 2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.5.6.1.4. Recreation (clubs, sports, work).
 - 2.5.6.1.5. Family and sibling visits.
 - 2.5.6.1.6. Other as required by the individual's treatment plan.
- 2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe

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and appropriate for a parent or guardian to provide such transportation.

2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.5.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.

2.5.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.5.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.5.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.5.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.5.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term (also referred to as: Short-term Treatment Education and Planning (STEP))

2.6.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Short Term for individuals who have been adjudicated, abused or neglected, delinquent, and/or

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in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access. The Contractor shall ensure:

- 2.6.1.1. The STEP programs only accept referrals from NH DHHS or a DHHS contractor.
- 2.6.1.2. The STEP program beds are for the exclusive use of NH DHHS or a DHHS contractor.
- 2.6.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.6.2.1. Short Term 30 day program with extensions of up to 60 days.
 - 2.6.2.2. Emergency Admission 24 hours a day 7 days a week including holidays.
 - 2.6.2.3. Highly structured treatment on a 24/7 basis.
 - 2.6.2.4. Structured and safe, therapeutic milieu environment.
 - 2.6.2.5. Medication Monitoring and management.
 - 2.6.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.6.2.7. Concentrated individualized treatment protocol.
 - 2.6.2.8. Specialized assessment and treatment services.
 - 2.6.2.9. Community Supports.
 - 2.6.2.10. Access to public school education and/or an approved special education program on site or subcontracted.
 - 2.6.2.11. Specialized social services.
 - 2.6.2.12. Behavior management.
 - 2.6.2.13. Recreation.
 - 2.6.2.14. Clinical Services.
 - 2.6.2.15. Family Services.
 - 2.6.2.16. Vocational Training.
 - 2.6.2.17. Medication Monitoring, as clinically indicated.
 - 2.6.2.18. Crisis Intervention.

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2.6.2.19. Regular occurrence of transition meetings at a minimum weekly.

2.6.3. **Staffing**

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu:

2.6.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.

2.6.3.2.2. Clinical Services

2.6.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.6.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.6.3.2.2.3. Clinical Ratio: 1:8

2.6.3.2.2.4. Family Therapist 1:8

2.6.3.2.2.5. Family Worker: 1:8

2.6.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8

2.6.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and

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family worker as well as primary clinician.

2.6.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.6.3.2.3. Medical Care:

2.6.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.6.3.2.3.2. Availability of prescriber or psychiatry on site.

2.6.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.6.4. Supported Visits

2.6.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.6.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

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- 2.6.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following, but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following, but not limited to:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).

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- 2.6.6.1.5. Family and sibling visits.
- 2.6.6.1.6. Other as required by the individual's treatment plan.
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including, but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations;
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order;
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable; and
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or

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more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6.7. Short Term Intensive Admission Denial Process

2.6.7.1. In addition to complying with Sections 1.13. and 2.6.2.2., the Contractor shall meet with the Department to review circumstances of the denial within one (1) business day. The Contractor shall:

2.6.7.1.1. Demonstrate to the Department compliance with the terms of admission and denial;

2.6.7.1.2. Consider any additional information provided by the Department in order to reconsider the determination of prior denial; and

2.6.7.1.3. Meet with the Department monthly to review any denials or notices of emergency and unplanned discharges.

2.6.8. Short Term Intensive Discharge Exception

2.6.8.1. Prior to providing a notice of discharge the contractor must:

2.6.8.1.1. Engage the department's referral source in discussion around the concerns.

2.6.8.1.2. Provide the interventions which have promoted the concerns.

2.6.8.1.3. Work with the department to develop a potential plan for support the youth.

2.6.8.2. The Contractor may provide the Department a notice of discharge if the youth exceeds the ability of the program per 1.13.15.

2.6.8.2.1. The notice of discharge shall initiate the removal of the youth from the program within 7 days it does not warrant an emergency.

2.6.8.2.2. In the case of an emergency the contractor may issue a notice of 48 hours if during the workweek and 72 hours if during the weekends or holidays.

2.6.8.2.2.1. If the 48-hour or 72-hour notice falls after hours on a Friday or over the weekend, it shall not



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be in effect until the next business day.

2.6.8.2.2.2. An emergency discharge includes:

2.6.8.2.2.2.1. The youth has exhibited a significant and immediate danger to youth, staff or themselves.

2.6.8.2.2.2.2. The youth has caused serious bodily injury to themselves, other youth or staff and there is a reasonable expectation that without external intervention it will occur again.

2.6.8.2.2.2.3. The youth has had a serious medical event or diagnoses which cannot be met in the program and exceeds their medical services.

2.6.8.3. In the discharge notice, the Contractor shall provide:

2.6.8.3.1. The events which led up to the notice;

2.6.8.3.2. A comprehensive list of specific interventions which were attempted, including the actions taken by the Contractor or others to mitigate the concerns; and

2.6.8.3.3. An opportunity to meet immediately and review the notice with the Department.

2.7. **Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub**

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Acute

2.7.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

2.7.1.1. Stabilize and treat the acute symptoms;

2.7.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment;

2.7.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or

2.7.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.7.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

2.7.2.1. Simulated everyday community living in a safe, therapeutic environment.

2.7.2.2. A family-centered focus that is reflected in the program's milieu.

2.7.2.3. Highly structured treatment on a 24/7 basis.

2.7.2.4. Structured and safe, therapeutic milieu environment.

2.7.2.5. Medication Monitoring and management.

2.7.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.

2.7.2.7. Concentrated individualized treatment protocol.

2.7.2.8. Specialized assessment and treatment services.

2.7.2.9. Community Supports.

2.7.2.10. Access to public school education and/or an approved special education program on site or subcontracted.

2.7.2.11. Specialized social services.

2.7.2.12. Behavior management.

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- 2.7.2.13. Recreation.
- 2.7.2.14. Clinical Services.
- 2.7.2.15. Family Services.
- 2.7.2.16. Vocational Training.
- 2.7.2.17. Medication Monitoring, as clinically indicated.
- 2.7.2.18. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.7.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.7.3.2.2.2. Clinical ratio: 1:6

2.7.3.2.2.3. Family Therapist 1:6

2.7.3.2.2.4. Family Worker: 1:8

2.7.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.7.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple

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roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.7.3.2.3.2. Availability of prescriber/psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. **Supported Visits**

2.7.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. **Educational Services**

2.7.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum

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approved by the State of New Hampshire Department of Education.

2.7.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.3.1. Transitional Services.

2.7.5.3.2. Vocational Services.

2.7.5.3.3. Formal Education.

2.7.5.3.4. Training Programs.

2.7.5.3.5. Independent Living Skills.

2.7.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

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2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. **Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced**

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Residential Treatment (ERT)

- 2.8.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option D: Enhanced Residential Treatment (ERT) to individuals who may not have a clinical diagnosis, and who may have demonstrated behaviors which have been considered dangerous and are often not amendable to treatment to:
 - 2.8.1.1. Stabilize and treat the acute symptoms,
 - 2.8.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,
 - 2.8.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or
 - 2.8.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.
- 2.8.2. The Contractor shall provide services to children, youths and young adults in this type of treatment setting twenty-four (24) hours per day, seven (7) days a week, for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.8.2.1. Highly structured treatment on a 24/7 basis.
 - 2.8.2.2. Structured and safe, therapeutic milieu environment.
 - 2.8.2.3. Medication Monitoring and management.
 - 2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.8.2.5. Concentrated individualized treatment protocol.
 - 2.8.2.6. Specialized assessment and treatment services.
 - 2.8.2.7. Community Supports.
 - 2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
 - 2.8.2.9. Specialized social services.
 - 2.8.2.10. Behavior management.
 - 2.8.2.11. Recreation.
 - 2.8.2.12. Clinical Services.
 - 2.8.2.13. Family Services.
 - 2.8.2.14. Vocational Training.

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2.8.2.15. Medication Monitoring, as clinically indicated.

2.8.3. Staffing

2.8.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.8.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.8.3.2.1. Direct Care Staff/Milieu:

2.8.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.8.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.

2.8.3.2.2. Clinical Services

2.8.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need)

2.8.3.2.2.2. Clinical ratio: 1:6.

2.8.3.2.2.3. Family Therapist 1:6.

2.8.3.2.2.4. Family Worker: 1:8.

2.8.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.8.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.8.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.8.3.2.3. Medical Care:

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2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.8.3.2.3.2. Availability of prescriber/psychiatry on site:

2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.8.4. Supported Visits

2.8.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

2.8.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.8.5. Educational Services

2.8.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their multidisciplinary team and sending school district, when applicable.

2.8.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.8.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education;

2.8.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual; and

2.8.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

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2.8.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following, but not limited to:

2.8.5.3.1. Transitional Services.

2.8.5.3.2. Vocational Services.

2.8.5.3.3. Formal Education.

2.8.5.3.4. Training Programs.

2.8.5.3.5. Independent Living Skills.

2.8.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.8.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.8.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.8.6. Transportation

2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following, but not limited to:

2.8.6.1.1. Court Hearings.

2.8.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.8.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.8.6.1.4. Recreation (clubs, sports, work).

2.8.6.1.5. Family and sibling visits.

2.8.6.1.6. Other as required by the individual's treatment plan.

2.8.6.2. The Contractor shall coordinate or provide such transportation as follows, including, but not limited to:

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- 2.8.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.8.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.8.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.8.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.8.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.8.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.8.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.8.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

3. Specific Residential Treatment Program Requirements

- 3.1. **The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.**

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- 3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.
- 3.1.2. If there are multiple programs in one residence which have combined or shared staffing, the total number of the staff/child ratio must be the lowest ratio allowed of the programs that would be sharing staff in order to not compromise the staffing in any of the programs.
- 3.1.3. If there is a required second staff, but they are not required as part of the ratio due to having a small number of children in the program, the required second staff may float and may be used in ratio at another program in the same building.
 - 3.1.3.1. This staff person must be in the residence, on the same floor, as long as there is appropriate ratios maintained at all programs.
 - 3.1.3.2. In times of crisis, ratios must be maintained which may include administrative/leadership or other individuals, who are not typically part of the ratio, to supervise.

3.2. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.2.1. MPA at Warren: Adventure Based

3.2.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant ^{DS})

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		program manager)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but not limited to:

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- 3.2.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.2.1.2.2. Aggressive behavior.
- 3.2.1.2.3. Fire Setting.
- 3.2.1.2.4. Problematic Sexual Behavior.
- 3.2.1.2.5. Highly Aggressive Behavior.

3.2.2. MPA at Pike: Hall Farm

3.2.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6; 6 FTE
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ DS

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		Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.8 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.2.2.2.1. Intellectual and Developmental Disability (IDD).
- 3.2.2.2.2. Aggressive behavior.
- 3.2.2.2.3. Fire Setting.
- 3.2.2.2.4. Problematic Sexual Behavior.
- 3.2.2.2.5. Highly Aggressive Behavior.

3.2.3. MPA at Rumney: Problem Sexual Behavior

3.2.3.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved
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		Variation
Direct Care 1st shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 (including awake overnight supervisor)
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a	

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	specific position/personnel was not required or as a ratio
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3.2.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.2.3.2.1. Intellectual and Developmental Disability (IDD).
- 3.2.3.2.2. Aggressive behavior.
- 3.2.3.2.3. Fire Setting.
- 3.2.3.2.4. Problematic Sexual Behavior.
- 3.2.3.2.5. Highly Aggressive Behavior.

3.2.4. MPA at Plymouth- Summit

3.2.4.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program manager (in ratio)
Direct Care 2nd shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program manager (in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff	1:4 Ratio includes Awake

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	available for programs	Overnight Supervisor
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Worker
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.4.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.2.4.2.1. Intellectual and Developmental Disability (IDD).

3.2.4.2.2. Aggressive behavior.

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3.2.4.2.3. Fire Setting.

3.2.4.2.4. Problematic Sexual Behavior.


3.2.4.2.5. Highly Aggressive Behavior.

3.3. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term

3.3.1. MPA at: STEP South Program

3.3.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (Youth Counselors) The Community Leader or Residential Program Leadership may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit. Otherwise youth are in educational setting.
Direct Care 2nd shift	Milieu 1:3	1:2 (Youth Counselors) The Community Leader or a Residential Program Leadership may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit.
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 ratio, 2 staff minimum in the building.

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Clinical Ratio	1:8	1:8
Family Worker	1:8	1:6 Permanency Worker
Family Therapist	1:8	Not allocated
Transportation	Not Required	Shared across the agency
Case Manager	1:8 or see Family Worker	See Family Worker/Permanency Worker
Board certified behavioral analyst (BCBA)	<u>1:10 (Depends on population)</u>	Allocated without ratio, will be provided if clinically indicated.
Nursing Staff	<u>24/7, available, and shall be onsite regularly</u>	Shared with MPA programs
Psychiatrist		Consulting Prescriber or Psychiatrist shared with MPA

3.3.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.3.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.3.1.2.2. Aggressive behavior.
- 3.3.1.2.3. Fire Setting.
- 3.3.1.2.4. Problematic Sexual Behavior.
- 3.3.1.2.5. Highly Aggressive Behavior.

3.3.2. MPA at: STEP North Program

3.3.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	<u>Milieu 1:3</u>	1:2 (Youth Counselors) The Community Leader or Residential Program Leadership

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		may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit. Otherwise youth are in educational setting.
Direct Care 2nd shift	<u>Milieu 1:3</u>	1:2 (Youth Counselors) The Community Leader or a Residential Program Leadership may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit.
Direct Care Overnight	<u>Awake overnight: 1:6, minimum 2 staff available for programs</u>	1:4 ratio, 2 staff minimum in the building.
Clinical Ratio	<u>1:8</u>	1:8
Family Worker	<u>1:8</u>	1:6 Permanency Worker
Family Therapist	<u>1:8</u>	Not allocated
Transportation	<u>Not Required</u>	Shared across the agency
Case Manager	<u>1:8 or see Family Worker</u>	See Family Worker/Permanency Worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Allocated without ratio, will be provided if clinically indicated.
Nursing Staff	24/7, available, and <u>shall be onsite regularly</u>	Shared with MPA programs
Psychiatrist		Consulting Prescriber or Psychiatrist shared

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	with MPA
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3.3.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

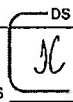
- 3.3.2.2.1. Intellectual and Developmental Disability (IDD).
- 3.3.2.2.2. Aggressive behavior.
- 3.3.2.2.3. Fire Setting.
- 3.3.2.2.4. Problematic Sexual Behavior.
- 3.3.2.2.5. Highly Aggressive Behavior.

3.4. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.4.1. MPA at Hampton, CAST

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care 2nd shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared

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Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.4.1.2.2. Aggressive behavior.
- 3.4.1.2.3. Fire Setting.
- 3.4.1.2.4. Problematic Sexual Behavior.
- 3.4.1.2.5. Highly Aggressive Behavior.

3.4.2. MPA at Plymouth CAST

3.4.2.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2	Ratio ^{DS}
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	Staffing Requirements	Department Approved Variation
Direct Care 1st shift	Milieu 1:3	3:8 (includes youth counselor and community leader in ratio)
Direct Care 2nd shift	Milieu 1:3	3:8 (includes youth counselor and community leader in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6 (includes awake overnight supervisor in ratio)
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated

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Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.2.2.1. Intellectual and Developmental Disability (IDD).
- 3.4.2.2.2. Aggressive behavior.
- 3.4.2.2.3. Fire Setting.
- 3.4.2.2.4. Problematic Sexual Behavior.
- 3.4.2.2.5. Highly Aggressive Behavior.

3.5. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

3.5.1. MPA at Pike: Sub Acute

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager)
Direct Care 2nd shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant ^{DS})

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		Program Manager)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:3 (2 in each house; Awake overnight supervisor included in the ratio)
Clinical Ratio	1:6	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1.2 FTE
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

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- 3.5.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.5.1.2.2. Aggressive behavior.
- 3.5.1.2.3. Fire Setting.
- 3.5.1.2.4. Problematic Sexual Behavior.
- 3.5.1.2.5. Highly Aggressive Behavior.

3.6. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

3.6.1. MPA at Campton: Enhanced Residential Treatment (ERT)

3.6.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:5 (Awake Overnight Supervisor included in the ratio)
Clinical Ratio	1:6	1:6
Family Worker	1:8	1:8 Permanency Coordinator ^{DS}

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Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	Available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio.	

3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.6.1.2.2. Aggressive behavior.
- 3.6.1.2.3. Fire Setting.
- 3.6.1.2.4. Problematic Sexual Behavior.
- 3.6.1.2.5. Highly Aggressive Behavior.

3.7. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

3.7.1. MPA at Hampton: Enhanced Residential Treatment (ERT) ^{DS}

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3.7.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor and community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:4
Clinical Ratio	1:6	1:6 (includes clinicians and Clinical Director in ratio)
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA

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Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes; but is not limited to:

- 3.7.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.7.1.2.2. Aggressive behavior.
- 3.7.1.2.3. Fire Setting.
- 3.7.1.2.4. Problematic Sexual Behavior.
- 3.7.1.2.5. Highly Aggressive Behavior.

4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contract shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

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Table A
Key Output and Process Data
<p>The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.</p>
<p>Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department’s approved workbook format on a monthly basis.</p> <p>This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook this shall also be explained in the analysis.</p>
<p>Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department’s approved workbook format on a monthly basis.</p> <p>This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.</p>
<p>Number of children currently placed in the program at the time of the quarterly report.</p>
<p>Percent of contracted beds currently used at the time of the quarterly report.</p>
<p>Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.</p>
<p>Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.</p>
<p>Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.</p>
<p>Number of rejected referrals over the quarter by month.</p>
<p>Number of children discharged (and the reason for discharge) over the quarter by month.</p>
<p>Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.</p>

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Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

- 5.2. The Contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 5.1.
- 5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
 - 5.3.1. Reporting shall include point in time census information, including, but not limited to:
 - 5.3.1.1. Number of total youth (regardless of referral) being served by each program.
 - 5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:
 - 5.3.1.2.1. Number of DCYF youth.
 - 5.3.1.2.2. Number of BCBH youth.
 - 5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).
 - 5.3.1.4. Additional occupancy data points requested.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes, but is not limited to:
 - 5.4.1. Incidents of RSA 126-U:10.

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- 5.4.2. New Hampshire Programs Monthly total of all children during residential time, regardless of referral source.
- 5.4.3. Total number of restraints.
- 5.4.4. Total number of seclusions.
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department, which shall include, but is not limited to incident reports of:
 - 5.5.1. Restraint;
 - 5.5.2. Seclusion;
 - 5.5.3. Serious injury both including and not including restraint and seclusion; and
 - 5.5.4. Suicide attempt.
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

- 6.1. The Department will monitor Contractor performance and evaluate program results based on key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child

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<p>Quality of treatment</p>	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
<p>Transition & discharge</p>	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (<i>based on program’s after care services</i>) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stake holders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families, by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment;
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements;
- 6.2.1.3. Reduced use of emergency departments and other physical health services;
- 6.2.1.4. Reduced use of out of district placement for school;
- 6.2.1.5. Increased school attendance and attainment; and
- 6.2.1.6. Increased employment for caregivers.

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- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including, but not limited to:
- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
 - 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
 - 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
 - 6.2.2.10. Adjusting program delivery.
 - 6.2.2.11. Focusing on a range of performance topics that include, but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is a critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

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- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level need to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to

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support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

- 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

- 7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

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services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidance.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books,

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records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
 - 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
 - 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
 - 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
 - 1.5. General Funds
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS

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- 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds
- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 4.1.1., 4.1.2., and 4.1.3. These per diem rates are set for the timeframe indicated in the referenced sections. Rates may be reviewed every year to consider rate adjustments.
 - 4.1.1. Effective upon G&C approval through June 30, 2023

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$514.46
Residential Non-IEP eligible youth per day	\$514.46
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$451.22
Residential Non-IEP eligible youth per day	\$451.22
Program - Hall Farm	
Residential for IEP eligible youth per day	\$478.77
Residential Non-IEP eligible youth per day	\$478.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$626.46
Residential Non-IEP eligible youth per day	\$626.46
Program - Rumney	
Residential for IEP eligible youth per day	\$563.07
Residential Non-IEP eligible youth per day	\$563.07
Program - Summit Program	

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[Signature]

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Residential for IEP eligible youth per day	\$498.88
Residential Non-IEP eligible youth per day	\$498.88
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$635.51
Residential Non-IEP eligible youth per day	\$635.51
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$819.20
Residential Non-IEP eligible youth per day	\$819.20
Program - Sub Acute	
Residential for IEP eligible youth per day	\$880.18
Residential Non-IEP eligible youth per day	\$880.18

4.1.2. Effective July 1, 2023 to June 30, 2025.

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$598.00
Residential Non-IEP eligible youth per day	\$598.00
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$483.10
Residential Non-IEP eligible youth per day	\$483.10
Program - Hall Farm	
Residential for IEP eligible youth per day	\$581.77
Residential Non-IEP eligible youth per day	\$581.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$714.57
Residential Non-IEP eligible youth per day	\$714.57
Program - Rumney	
Residential for IEP eligible youth per day	\$661.01
Residential Non-IEP eligible youth per day	\$661.01
Program - Summit Program	
Residential for IEP eligible youth per day	\$855.55
Residential Non-IEP eligible youth per day	\$855.55
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$807.69
Residential Non-IEP eligible youth per day	\$807.69
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$872.58
Residential Non-IEP eligible youth per day	\$872.58
Program - Sub Acute	
Residential for IEP eligible youth per day	\$913.34

Mount Prospect Academy

Exhibit C

Contractor Initials MC

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Date 12/13/2023

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



Residential Non-IEP eligible youth per day	\$913.34
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4.1.3. Effective upon Amendment #1 G&C approval to June 30, 2025.

Program - STEP	
Residential for IEP eligible youth per day – DHHS Reserved Beds	\$355.92
Residential Non-IEP eligible youth per day – DHHS Reserved Beds	\$355.92
Residential for IEP eligible youth per day	\$1,423.69
Residential Non-IEP eligible youth per day	\$1,423.69

4.1.3.1. Guaranteed payment for a cumulative total of six (6) beds, per day, with a price differential between filled and Reserved Beds.

4.1.4. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

4.1.5. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
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dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$84,815,500.00
 - 4.5.2. SFY 22: \$15,725,398.00
 - 4.5.3. SFY 23: \$15,725,398.00
 - 4.5.4. SFY 24: \$26,097,664.00
 - 4.5.5. SFY 25: \$27,267,040.00
- 5. Reserved Beds Invoicing for Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term (also referred to as: Short-term Treatment Education and Planning (STEP))
 - 5.1. The Contractor shall submit invoices for reserved beds at North House and South House held for the purpose of STEP services as specified in Exhibit B, Scope of Services, Subsection 2.6., to the Department in a format approved by the Department. The Contractor shall ensure invoices include the following:
 - 5.1.1. Data for each house that includes:
 - 5.1.1.1. Daily census for NH DHHS youth;
 - 5.1.1.2. Number of acceptances;
 - 5.1.1.3. Number of denials per day with explanation;
 - 5.1.1.4. Number of staff on each shift;
 - 5.1.1.5. Role of each staff member and identification if that staff member's role is primary in another program; and
 - 5.1.1.6. Number of staff vacancies.
 - 5.1.2. Supporting documentation to account for the expenditure of funds for reserved beds that were used in the previous month along with supporting documentation and narrative that includes:

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



- 5.1.2.1. Operational costs;
 - 5.1.2.2. Recruitment;
 - 5.1.2.3. Overtime in the program to fill shifts;
 - 5.1.2.4. Retention of current employees; and
 - 5.1.2.5. Other activities which support efforts to operate the program to become and maintain being fully staffed.
- 5.2. The Department may require additional data points or documentation in order to assure fiscal integrity of the funds.
- 5.3. If funds for reserved beds are not used to support the program as referenced in Paragraph 5.1.2. above, the Department may, at its discretion, recoup the payment for reserved beds.
6. Maximum allotment for Shelter Care services for Department funded expenditures by fiscal year is as follows:
- 6.1. SFY 2023 (January 1, 2023 through June 30, 2023): \$461,451.
 - 6.2. SFY 2024 (July 1, 2023 through December 31, 2023): \$1,100,000.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
- 8.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200,

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0006328979



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

I, Jeffrey Park, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _____ Mount Prospect Academy, Inc. _____

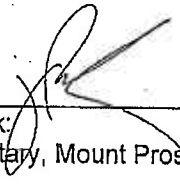
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 11/28/23, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jeffrey Caron (may list more than one person)

is duly authorized on behalf of Mount Prospect Academy, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/11/23



 Jeffrey Park,
 Title: Secretary, Mount Prospect Academy, Inc.

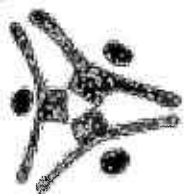


MOUNT PROSPECT
ACADEMY

Client-Centered Continuum of Care

MISSION STATEMENT

The mission of Mount Prospect Academy is to provide a caring safe therapeutic environment where students have the opportunity to grow and acquire the skills they need to reach their educational and social potential. We aim to develop trusting relationships with students and facilitate experiences that promote their ability to self-regulate; manage thoughts and feelings; and develop feelings of safety, confidence, and competency.



COMBINED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2023

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates

Opinion

We have audited the accompanying combined financial statements of Mount Prospect Academy, Inc., and Affiliates (the Organization), which comprise the combined statement of financial position as of June 30, 2023, and the related combined statements of activities and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023, and the results of their operations and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases* during the year ended June 30, 2023. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the combined financial statements are available to be issued.

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates
Page 2

Auditor's Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying combining statement of financial position, combining statement of activities and combining statement of functional expenses are presented for purposes of additional analysis of the combined financial statements rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the combined financial statements. The Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates
Page 3

The supplementary information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the supplementary information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2023

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Financial Position****June 30, 2023****ASSETS**

Current assets

Cash and cash equivalents	\$ 23,565,953
Accounts receivable, net	8,750,484
Employee retention tax credit receivable, net	4,790,867
Prepaid expenses	<u>726,141</u>

Total current assets	<u>37,833,445</u>
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Property and equipment

Land and land improvements	3,970,502
Buildings and building improvements	19,039,897
Leasehold improvements	2,457,094
Vehicles	3,547,654
Furniture and equipment	<u>1,543,685</u>

	30,558,832
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Less accumulated depreciation	<u>12,633,957</u>
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Property and equipment, net	<u>17,924,875</u>
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Other assets

Assets whose use is limited	66,390
Right of use lease assets, net - finance	398,854
Right of use lease assets, net - operating	662,516
Due from related parties	<u>141,723</u>

Total other assets	<u>1,269,483</u>
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Total assets	<u>\$ 57,027,803</u>
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The accompanying notes are an integral part of these combined financial statements.

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 582,000
Accounts payable	751,815
Accrued expenses	1,919,221
COVID-19 funding advances	215,805
Current portion of lease obligations - finance	90,939
Current portion of lease obligations - operating	<u>281,489</u>
Total current liabilities	<u>3,841,269</u>
Long-term liabilities	
Long-term debt, net of current portion and unamortized deferred financing costs	7,704,707
Lease obligations - finance, net of current portion	309,830
Lease obligations - operating, net of current portion	375,639
Deferred compensation liability	<u>66,390</u>
Total long-term liabilities	<u>8,456,566</u>
Total liabilities	12,297,835
Net assets without donor restriction	<u>44,729,968</u>
Total liabilities and net assets	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Activities****Year Ended June 30, 2023**

Changes in net assets without donor restriction

Revenue and support	
Residential services	\$ 25,955,564
Day services	8,722,930
Tuition revenue	14,958,312
Room and board	9,324,962
Ancillary revenue	3,068,005
Other support	<u>925,277</u>
Total revenue and support	62,955,050
Other revenue	
State nutrition program	56,197
Contributions	82,374
COVID-19 relief funding	995,196
Employee retention tax credit, net	7,929,771
Other revenue	<u>508,848</u>
Total revenue	<u>72,527,436</u>
Expenses	
Education and home life	45,938,345
General administration	<u>11,607,027</u>
Total expenses	<u>57,545,372</u>
Gain on sale of property and equipment	<u>32,335</u>
Change in net assets	15,014,399
Net assets, beginning of year	<u>29,715,569</u>
Net assets, end of year	<u>\$ 44,729,968</u>

The accompanying notes are an integral part of these combined financial statements.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Cash Flows****Year Ended June 30, 2023**

Cash flows from operating activities	
Change in net assets	\$ 15,014,399
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,869,308
Gain on sale of property and equipment	(32,335)
Change in right of use lease assets, net - operating	(5,388)
(Increase) decrease in	
Accounts receivable, net	(1,453,634)
Employee retention tax credit receivable, net	(4,790,867)
Prepaid expenses	(328,276)
Due from related parties	1,024,174
Increase (decrease) in	
Accounts payable	(42,763)
Accrued expenses	(1,970,381)
COVID-19 funding advances	(109,592)
Due to related parties	<u>(192,936)</u>
Net cash provided by operating activities	<u>8,981,709</u>
Cash flows from investing activities	
Proceeds from sale of property and equipment	48,895
Purchase of property and equipment	<u>(1,788,156)</u>
Net cash used by investing activities	<u>(1,739,261)</u>
Cash flows from financing activities	
Principal payments on lease obligations - finance	(19,897)
Principal payments on long-term borrowings	<u>(1,079,417)</u>
Net cash used by financing activities	<u>(1,099,314)</u>
Net increase in cash and cash equivalents	6,143,134
Cash and cash equivalents, beginning of year	<u>17,422,819</u>
Cash and cash equivalents, end of year	<u>\$ 23,565,953</u>
<u>Supplemental disclosures</u>	
Non-cash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	<u>\$ 402,908</u>

The accompanying notes are an integral part of these combined financial statements.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Nature of Business

Mount Prospect Academy, Inc. (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA is licensed by the State of New Hampshire and operates special education schools in Keene, Plymouth and Hampton, New Hampshire with several affiliated group homes in Haverhill, Rumney, Warren, Plymouth, Hampton and Campton, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

Vermont Permanency Initiative, Inc. (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, a residential treatment program for girls operated in Bennington, Vermont. VPI also offers community based support to youth and families in Vermont under the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is completely separate from the Board of Trustees that governs MPA.

New Hampshire Youth Program for Motorsports, LLC (NHYPM) offers students the opportunity to experience New Hampshire's great outdoors in a truly unique and fun way. MPA is the sole member of NHYPM and is considered a "disregarded" entity for tax purposes. For the last three years, NHYPM has provided students the chance to ride dirt bikes and snowmobiles as part of their educational and therapeutic programming. No riding experience is required as all participants must complete the rider training curriculum, and the NH state off-highway recreational vehicle (OHRV) class before they are eligible for trail rides. Everyone who completes the class receives their NH OHRV certification through the New Hampshire Department of Fish and Game.

NHYPM students also receive instruction on small engines and mechanics. Students engage in hands-on learning as they discover how these machines operate, how to properly maintain them, and which tools are needed for each task. NHYPM students also gain important life skills and learn how to work independently and as part of a team. Students are also required to participate in community service projects which helps them to develop a sense of community and civic responsibility.

NHYPM offers students the opportunity to develop self-esteem, values for daily living, and a sense of belonging by using dirt bikes and snowmobiles as motivational tools. To participate in the program, students must sign a participation agreement and individual goal contracts to earn riding time. For those who choose to engage in the NHYPM program, adventure and fun are regular occurrences. It is open to any student who is interested, and all riding abilities are welcome.

U.S. generally accepted accounting principles (U.S. GAAP) requires the combination of related organizations when common control and economic dependency exists. At June 30, 2023, common control did not exist between MPA and VPI, however economic dependency does exist. As such, combination of MPA and VPI in 2023 is allowed but not required.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

1. Summary of Significant Accounting Policies

Principles of Combination

The combined financial statements include the activity of MPA, VPI, and NHYPM (collectively, the Organization). All material intercompany transactions and balances have been eliminated in combination.

Basis of Presentation

The accompanying combined 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 reports its activities and net assets in two classes: net assets without donor restriction and net assets with donor restriction.

Revenues are reported as increases in net assets without donor restriction unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restriction. 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 did not have any net assets with donor restrictions as of June 30, 2023.

Use of Estimates

The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined 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 highly liquid investments without donor restrictions and 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.

Accounts Receivable

Accounts receivable are stated at the amount the Organization expects to collect from outstanding balances. As of June 30, 2023 and 2022, the Organization had \$8,750,484 and \$7,297,415, respectively, of accounts receivable.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023**

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	3 - 5
Furniture and equipment	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 combined statement of activities.

Newly Adopted Accounting Principle

In 2023, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The new standard increases transparency and comparability among organizations by recognizing lease assets and lease liabilities in the combined statement of financial position and disclosing key information about leasing arrangements. The core principle of Topic 842 is that a lessee should recognize the assets and obligations that arise from leases. All leases create an asset and a obligation for the lessee in accordance with FASB Concepts Statement No. 6, *Elements of Financial Statements*, and, therefore, recognition of those lease assets and lease obligations represents an improvement over previous U.S. GAAP, which did not require lease assets and lease obligations to be recognized for operating leases. The Organization adopted Topic 842 using the prospective approach. The Organization elected the "package of practical expedients," an option which permits it to not reassess prior conclusions about lease identification, lease classification, and initial direct costs under the new standard. Upon adoption the organization recognized \$420,666 of right of use lease assets - finance with a lease obligation and \$1,098,295 of right of use lease assets - operating with a lease obligation.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Leases

At the inception of an arrangement, the Organization determines if an arrangement is or contains a lease based on the unique facts and circumstances present in that arrangement. Lease classification, recognition, and measurement are then determined as of the lease commencement date. For arrangements that contain a lease, the Organization (i) identifies lease and non-lease components, (ii) determines the consideration in the contract, (iii) determines whether the lease is an operating or finance lease, and (iv) recognizes a lease right of use (ROU) asset and obligation. Lease obligations and their corresponding ROU assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable, and as such, the Organization used the 5-year treasury bill rate at based on the information available at the lease commencement date, a rate which represents one that would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments in a similar economic environment.

Some leases include options to renew and/or terminate the lease, which can impact the lease term. The exercise of these options is at the Organization's discretion and the Organization does not include any of these options within the expected lease term where it is not reasonably certain that these options will be exercised.

Fixed, or in-substance fixed, lease payments on operating leases are recognized over the expected term of the lease on a straight-line basis. Variable lease expenses that are not considered fixed, or in-substance fixed, are recognized as incurred. Finance leases are recognized using the effective interest rate method which amortizes the ROU asset to expense over the lease term and interest costs are expensed on the lease obligation throughout the lease term. The Organization has elected the short-term lease exemption and, therefore, does not recognize a ROU asset or corresponding liability for lease arrangements with an original term of 12 months or less.

The finance leases and operating leases are included in separate ROU assets and lease obligations in the Organization's combined statement of financial position as of June 30, 2023.

Deferred Financing 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., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Revenue and Support and Other Changes in Net Assets

The Organization's revenue recognition policies are as follows:

Revenue and support are recorded as increases in net assets without donor restrictions at the time the services are provided. Services are billed monthly based on monthly attendance and is due within 30 days. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition. There was no prepaid tuition as of June 30, 2023.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on other assets and liabilities are reported as increases or decreases in net assets without donor restrictions 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 comprised of 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 and state income tax.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$17,703 in 2023.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****2. Availability and Liquidity of Financial Assets**

As of June 30, 2023, the Organization has working capital of \$33,992,176 and average days (based on normal expenditures) cash and cash equivalents on hand of 154.

Financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows as of June 30:

Cash and cash equivalents	\$23,565,953
Accounts receivable, net	8,750,484
Employee retention tax credit receivable, net	<u>4,790,867</u>
Financial assets available at year end for current use	<u>\$37,107,304</u>

VPI also has a line of credit available to meet short-term needs. See Note 4.

The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Significant Concentrations

Approximately 40% of the revenue recorded during 2023 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 14% of the revenue recorded during 2023 was from beneficiaries of the Vermont Medicaid program.

Approximately 22% of the revenue recorded during 2023 was from the Vermont Department of Education and various school districts located in New Hampshire, Vermont, and Massachusetts.

Approximately 6% of the revenue recorded during 2023 was from the Massachusetts Department of Mental Health and Developmental Services.

Due to the concentration of clients who receive benefits from the various state reimbursement programs, the Organization is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Organization's operations.

4. Line of Credit

VPI holds a line of credit agreement with Passumpsic Savings Bank under which Passumpsic Savings Bank agrees to advance up to \$250,000 to VPI upon request. Monies advanced accrue interest at the rate of 9.25%. There was no balance outstanding as of June 30, 2023. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****5. Long-Term Debt**

Long-term debt consisted of the following:

Mount Prospect Academy, Inc.

Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,737, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$7,300, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	\$ 849,383
Note payable to Passumpsic Savings Bank, due in monthly installments of \$8,374, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$9,074, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,055,699
Note payable to Passumpsic Savings Bank, due in monthly installments of \$9,574, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$10,374, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,204,816
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,220 beginning February 1, 2020 with an interest rate of 4.875% through February 2025 at which point interest will be based at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2040, when the remaining balance is due in full. The note is collateralized by all business assets associated with the Rumney, New Hampshire program.	299,332
Note payable to Passumpsic Savings Bank, due in monthly installments of \$1,646 beginning February 1, 2020 with an interest rate of 4.875% through February 2025 at which point monthly payments will increase to \$1,742 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2040 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Warren, New Hampshire program.	221,687

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023**

Note payable to Passumpsic Savings Bank, due in monthly installments of \$4,359 beginning February 1, 2021 with an interest rate of 3.99% through February 2026 at which point monthly payments will increase to \$4,663 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2041 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Plymouth, New Hampshire program.	658,000
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,058 beginning December 1, 2021 with an interest rate of 3.99% through December 2026 at which point monthly payments will increase to \$2,202 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through November 1, 2041 when the remaining balance is due in full. The note is collateralized by all business assets associated with a Pike, New Hampshire program.	320,725
Note payable to Passumpsic Savings Bank, due in monthly installments of \$4,480 beginning February 1, 2022 with an interest rate of 3.99% through February 2027 at which point monthly payments will increase to \$4,793 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2042 when the remaining balance is due in full. The note is collateralized by all business assets associated with a Hampton, New Hampshire program.	702,480
Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,001 beginning February 1, 2022 with an interest rate of 4.99% through May 2038 when the remaining balance is due in full. The note is collateralized by various real estate in Bennington and Newbury, Vermont.	746,674
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$298 to \$1,530, totaling \$29,717. Interest rates range from 0% to 14.88%. Maturities range from July 2023 through May 2029. The notes are collateralized by vehicles and equipment.	<u>436,537</u>
Total Mount Prospect Academy, Inc.	<u>6,495,333</u>
Vermont Permanency Initiative, Inc.	
Construction note payable to Passumpsic Savings Bank, advance of up to \$1,905,000, due in monthly installments of \$12,572, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	1,540,914

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023**

Construction note payable to Passumpsic Savings Bank, advance of up to \$540,000, due in monthly installments of \$3,564, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	44,198
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,203, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	274,051
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$303 to \$785, totaling \$29,717. Interest rates range from 0% to 6.39%. Maturities range from March 2018 through April 2022. The notes are collateralized by vehicles and equipment.	<u>113,450</u>
Total Vermont Permanency Initiative, Inc.	<u>1,972,613</u>
	8,467,946
Less: Current portion	582,000
Unamortized deferred financing costs	<u>181,239</u>
Long-term debt, net of current portion and unamortized deferred financing costs	<u>\$ 7,704,707</u>

Maturities of long-term debt are as follows:

2024	\$ 582,000
2025	512,000
2026	480,000
2027	460,000
2028	449,000
Thereafter	<u>5,984,946</u>
	<u>\$ 8,467,946</u>

Interest expense charged to operations, including amortization of deferred financing costs of \$17,188, was \$433,832 in 2023. Cash paid for interest approximates interest expense.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****6. ROU Assets and Lease Obligations**

The ROU assets - finance and lease obligations - finance, consist of vehicle and equipment leases. The leases call for monthly payments ranging from \$19 to \$6,653 through May 2028. The weighted average discount rate and remaining lease term for the finance lease obligations is 2.42% and 4.71 years, respectively.

The future maturities of the lease obligations - finance, are as follows:

2024	\$	99,181
2025		85,236
2026		85,236
2027		81,743
2028		<u>73,182</u>
		424,578
Less imputed interest		<u>(23,809)</u>
Lease obligations - finance	\$	<u>400,769</u>

The ROU assets - operating and lease obligations - operating consist of building leases. The leases call for monthly payments ranging from \$1,250 to \$9,665 through October 2027. The weighted average discount rate and remaining lease term for the operating lease obligations is 2.88% and 2.84 years, respectively.

The future maturities of the lease obligations - operating are as follows:

2024	\$	295,578
2025		189,881
2026		136,980
2026		50,500
2027		<u>16,000</u>
		688,939
Less imputed interest		<u>(31,811)</u>
Lease obligations - operating	\$	<u>657,128</u>

The following table summarizes the Organization's lease related costs in the combined statements of activities at June 30, 2023:

<u>Lease Costs</u>	<u>Natural Expense Classification</u>	
Finance lease	Finance lease	
Amortization of right of use assets	Depreciation and amortization	\$ 43,623
Interest on lease obligation	Interest expense	3,395
Operating lease	Rental and repairs expense	\$ 498,919

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Cash paid for amounts included in the measurement of lease obligations approximated the lease costs for operating and finance leases.

7. Commitments and Contingencies

Self-Insurance

Becket Academy, Inc. (Becket), a related entity, has a self-insured healthcare plan (the Plan) in which the Organization participates. 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 for the year ended June 30, 2023 based on total wages. The Plan has reinsurance coverage to limit the exposure, to all parties participating in the Plan, individually of \$150,000 with an aggregate limit of \$4,459,953 of the expected claims as of June 30, 2023. At June 30, 2023 the Organization had accrued \$506,571 for estimated unpaid claims, which is reported in the Organization's accrued expenses in the combined statement 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.

8. 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 3% to 5% of regular salary. Total employer contributions paid by the Organization totaled \$582,016 in 2023.

The Organization has a top hat deferred compensation plan established under Section 457 of the Code. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. The Organization has cumulatively recorded \$66,390 at June 30, 2023, related to this plan. The related investments are segregated in a separate account, which is reported in the Organization's assets whose use is limited in the combined statement of financial position. The related liability is reported in the Organization's deferred compensation liability in the combined statement of financial position.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Notes to Combined Financial Statements****June 30, 2023****9. Functional Expenses**

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2023:

	<u>Education and Home Life</u>	<u>General Administration</u>	<u>Total</u>
Salaries and wages	\$ 27,897,897	\$ 6,904,485	\$ 34,802,382
Employee benefits	3,896,852	954,546	4,851,398
Payroll taxes	2,114,621	520,867	2,635,488
Transportation and travel	951,556	161,504	1,113,060
Professional services	1,433,170	336,175	1,769,345
Supplies	3,253,134	706,004	3,959,138
Utilities	913,813	226,500	1,140,313
Depreciation and amortization	1,472,662	363,407	1,836,069
Interest	347,627	86,205	433,832
Insurance	497,910	117,779	615,689
Rental and repairs expense	802,250	196,868	999,118
Other	<u>2,356,853</u>	<u>1,032,687</u>	<u>3,389,540</u>
Total	<u>\$ 45,938,345</u>	<u>\$ 11,607,027</u>	<u>\$ 57,545,372</u>

10. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2023, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

11. Related Party Transactions

The Organization has a mutual contract with Becket for services performed in the State of Massachusetts. During 2023, MPA generated \$5,168,952 of revenue from Massachusetts programs under the contract. Revenue was received by Becket and passed through to MPA. As of June 30, 2023, \$141,723 was due from Becket and included in due from related parties in the combined statement of financial position.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

12. COVID-19 and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors continue to experience disruptions to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support.

The U.S. government responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the Code, including those related to losses, charitable deductions, and business interest.

During 2023, the Organization received funding from various states in which the Organization operates for the purpose of recruitment, retention, or training of direct support workers. For the year ended June 30, 2023, \$995,196 is included in COVID-19 relief funding in the combined statement of activities. The Organization has received \$215,805 in COVID-19 relief funding that is included in COVID funding advances in the combined statement of financial position.

The CARES Act provides an Employee Retention Tax Credit (ERTC), which is a refundable tax credit against certain employment taxes for eligible employers. For 2020, the tax credit is equal to 50% of qualified wages paid to employees during the calendar year, capped at \$10,000 of qualified wages per employee. Additional relief provisions were passed by the U.S. government, which extended and expanded the qualified wage caps on these credits through September 30, 2021. Based on these additional provisions, the tax credit for 2021 is equal to 70% of qualified wages paid to employees during each quarter, and the limit on qualified wages per employee has been increased to \$10,000 of qualified wages per calendar quarter.

Management contracted with a third party to determine their eligibility for the credit. The third party determined that the Organization qualified for the CARES Act ERTC under the government orders test and estimated that they will receive approximately \$12,524,022. Due to clarifying guidance a reserve was recorded for \$3,905,113 as a reduction to revenue and support. For the year ended June 30, 2023, the Organization recognized \$7,929,771 as revenue and support in the combined statement of activities, which is net of professional fees of \$689,138 related to fees paid to the third party. The Organization received partial payments during 2023 totaling \$3,828,042. At June 30, 2023, the Organization includes \$4,790,867 as an ERTC receivable, net in the combined statement of financial position. The credits received could be subject to audit for up to five years from the date of the credit filing. In July 2023, the Organization received payment for a portion of the credits.

13. Subsequent Events

For purposes of the preparation of these combined financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 14, 2023, which is the date that the financial statements were available to be issued.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combining Statement of Financial Position****June 30, 2023****ASSETS**

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Current assets					
Cash and cash equivalents	\$ 16,857,614	\$ 6,708,339	\$ -	\$ -	\$ 23,565,953
Accounts receivable, net	6,806,340	1,944,144	-	-	8,750,484
Employee retention tax credit receivable, net	3,526,101	1,264,766	-	-	4,790,867
Prepaid expenses	<u>538,016</u>	<u>188,125</u>	-	-	<u>726,141</u>
Total current assets	<u>27,728,071</u>	<u>10,105,374</u>	<u>-</u>	<u>-</u>	<u>37,833,445</u>
Property and equipment					
Land and land improvements	2,644,319	1,326,183	-	-	3,970,502
Buildings and building improvements	14,052,870	4,987,027	-	-	19,039,897
Leasehold improvements	2,420,484	36,610	-	-	2,457,094
Vehicles and equipment	2,516,788	1,030,866	-	-	3,547,654
Furniture and fixtures	1,217,260	278,420	48,005	-	1,543,685
	22,851,721	7,659,106	48,005	-	30,558,832
Less accumulated depreciation	<u>9,668,227</u>	<u>2,962,114</u>	<u>3,616</u>	-	<u>12,633,957</u>
Property and equipment, net	<u>13,183,494</u>	<u>4,696,992</u>	<u>44,389</u>	<u>-</u>	<u>17,924,875</u>
Other assets					
Assets whose use is limited	66,390	-	-	-	66,390
Right of use lease assets, net - finance	383,621	15,233	-	-	398,854
Right of use lease assets, net - operating	652,344	10,172	-	-	662,516
Due from related parties	<u>152,735</u>	<u>863,621</u>	-	<u>(874,633)</u>	<u>141,723</u>
Total other assets	<u>1,255,090</u>	<u>889,026</u>	<u>-</u>	<u>(874,633)</u>	<u>1,269,483</u>
Total assets	<u>\$ 42,166,655</u>	<u>\$ 15,691,392</u>	<u>\$ 44,389</u>	<u>\$ (874,633)</u>	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combining Statement of Financial Position (Concluded)**

June 30, 2023

LIABILITIES AND NET ASSETS

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Current liabilities					
Current portion of long-term debt	\$ 420,000	\$ 162,000	\$ -	\$ -	\$ 582,000
Accounts payable	664,224	81,863	5,728	-	751,815
Accrued expenses	1,422,151	497,070	-	-	1,919,221
COVID-19 funding advances	215,805	-	-	-	215,805
Current portion of lease obligation - finance	85,765	5,174	-	-	90,939
Current portion of lease obligation - operating	<u>271,317</u>	<u>10,172</u>	<u>-</u>	<u>-</u>	<u>281,489</u>
Total current liabilities	<u>3,079,262</u>	<u>756,279</u>	<u>5,728</u>	<u>-</u>	<u>3,841,269</u>
Long-term liabilities					
Long-term debt, net of current portion and unamortized deferred financing costs	5,958,637	1,746,070	-	-	7,704,707
Due to related parties	744,264	114,317	16,052	(874,633)	-
Lease obligations - finance, net of current portion	299,555	10,275	-	-	309,830
Lease obligations - operating, net of current portion	375,639	-	-	-	375,639
Deferred compensation liability	<u>66,390</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,390</u>
Total long-term liabilities	<u>7,444,485</u>	<u>1,870,662</u>	<u>16,052</u>	<u>(874,633)</u>	<u>8,456,566</u>
Total liabilities	10,523,747	2,626,941	21,780	(874,633)	12,297,835
Net assets without donor restrictions	<u>31,642,908</u>	<u>13,064,451</u>	<u>22,609</u>	<u>-</u>	<u>44,729,968</u>
Total liabilities and net assets	<u>\$ 42,166,655</u>	<u>\$ 15,691,392</u>	<u>\$ 44,389</u>	<u>\$ (874,633)</u>	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Activities

Year Ended June 30, 2023

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Changes in net assets without donor restrictions					
Revenue and support					
Residential services	17,093,993	8,861,571	-	-	25,955,564
Day services	6,866,911	1,856,019	-	-	8,722,930
Tuition revenue	12,536,000	2,422,312	-	-	14,958,312
Room and board	7,354,718	1,970,244	-	-	9,324,962
Ancillary revenue	3,068,005	-	-	-	3,068,005
Other support	<u>813,802</u>	<u>111,475</u>	-	-	<u>925,277</u>
Total revenue and support	\$ 47,733,429	\$ 15,221,621	\$ -	\$ -	\$ 62,955,050
Other revenue					
State nutrition program	56,197	-	-	-	56,197
Contributions	30,120	24	52,230	-	82,374
COVID-19 relief funding	603,685	391,511	-	-	995,196
Employee retention tax credit, net	5,819,833	2,109,938	-	-	7,929,771
Other revenue	<u>392,616</u>	<u>116,232</u>	<u>24,842</u>	<u>(24,842)</u>	<u>508,848</u>
Total revenue	<u>54,635,880</u>	<u>17,839,326</u>	<u>77,072</u>	<u>(24,842)</u>	<u>72,527,436</u>
Expenses					
Education and home life	34,633,807	11,268,894	35,644	-	45,938,345
General administration	<u>9,407,524</u>	<u>2,205,526</u>	<u>18,819</u>	<u>(24,842)</u>	<u>11,607,027</u>
Total expenses	<u>44,041,331</u>	<u>13,474,420</u>	<u>54,463</u>	<u>(24,842)</u>	<u>57,545,372</u>
(Loss) gain on sale of property and equipment	<u>(16,560)</u>	<u>48,895</u>	-	-	<u>32,335</u>
Change in net assets	10,577,989	4,413,801	22,609	-	15,014,399
Net assets, beginning of year	<u>21,064,919</u>	<u>8,650,650</u>	-	-	<u>29,715,569</u>
Net assets, end of year	<u>\$ 31,642,908</u>	<u>\$ 13,064,451</u>	<u>\$ 22,609</u>	<u>\$ -</u>	<u>\$ 44,729,968</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Functional Expenses

Years Ended June 30, 2023

	Education and Home Life					General Administration					
	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Total Program Expenses	Mount Prospect Academy, Inc.	Vermont Permanency Initiative	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Total Supporting Expenses	Total Expenses
Salaries and wages	\$ 20,944,403	\$ 6,953,494	\$ -	\$ -	\$ 27,897,897	\$ 5,582,960	\$ 1,314,155	\$ 7,370	\$ -	\$ 6,904,485	\$ 34,802,382
Employee benefits	2,796,722	1,100,130	-	-	3,896,852	745,497	207,916	1,133	-	954,546	4,851,398
Payroll taxes	1,555,711	558,910	-	-	2,114,621	414,692	105,630	545	-	520,867	2,635,488
Total personnel costs	25,296,836	8,612,534	-	-	33,909,370	6,743,149	1,627,701	9,048	-	8,379,898	42,289,268
Advertising	11,861	2,254	-	-	14,115	3,162	426	-	-	3,588	17,703
Athletic transport and recreation	281,841	47,492	-	-	329,333	-	-	-	-	-	329,333
Auto repairs and leasing	173,442	57,902	-	-	231,344	42,280	10,428	-	-	52,708	284,052
Bad debts, net of recoveries	110,591	8,047	-	-	118,638	-	-	-	-	-	118,638
Consultation	107,315	13,302	-	-	120,617	28,606	2,514	-	-	31,120	151,737
Dues and subscriptions	39,211	1,812	55	-	41,078	10,452	343	-	-	10,795	51,873
Equipment rental and maintenance	110,820	17,187	-	-	128,007	29,540	3,295	-	-	32,835	160,842
Facilities rental expense	74,672	40	5,000	-	79,712	19,905	(40)	-	-	19,865	99,577
Farm	3,190	-	-	-	3,190	-	-	-	-	-	3,190
Supplies	1,003,086	494,531	254	-	1,497,871	267,384	93,463	-	-	360,847	1,858,718
Heating fuel	154,932	66,861	-	-	221,793	41,299	12,636	-	-	53,935	275,728
Home life supplies	231,075	48,703	-	-	279,778	61,596	9,205	180	-	70,981	350,759
Infirmary supplies	61,070	19,709	-	-	80,779	-	-	-	-	-	80,779
Insurance	352,210	126,427	19,273	-	497,910	93,885	23,894	-	-	117,779	615,689
Interest	264,282	83,345	-	-	347,627	70,447	15,752	6	-	86,205	433,832
Management fees	-	-	-	-	-	(56,099)	65,547	-	-	9,448	9,448
Materials and supplies	30,180	4,014	48	-	34,242	8,045	759	-	-	8,804	43,046
Office supplies	844,867	212,515	-	-	1,057,382	225,208	40,164	-	-	265,372	1,322,754
Other	177,275	15,913	184	-	193,372	47,254	3,008	523	-	50,785	244,157
Other occupancy costs	275,065	63,506	-	-	338,571	73,321	12,002	-	-	85,323	423,894
Pension contribution	352,655	113,842	-	-	466,497	94,004	21,515	-	-	115,519	582,016
Professional services	954,366	358,187	-	-	1,312,553	254,397	67,695	7,805	(24,842)	305,055	1,617,608
Real estate taxes	246,433	67,230	-	-	313,663	65,689	12,706	-	-	78,395	392,058
Repair and maintenance	294,200	68,987	-	-	363,187	78,422	13,038	-	-	91,460	454,647
Student clothing and personal items	158,148	37,897	642	-	196,687	472,117	36,660	-	-	508,777	705,464
Student educational supplies	272,610	23,900	6,572	-	303,082	-	-	-	-	-	303,082
Teacher training and development	547,025	124,017	-	-	671,042	145,815	23,438	804	-	170,057	841,099
Telephone	219,032	91,585	-	-	310,617	58,386	17,309	-	-	75,695	386,312
Travel	560,225	61,998	-	-	622,223	149,334	11,717	453	-	161,504	783,727
Utilities	319,569	61,834	-	-	381,403	85,184	11,686	-	-	96,870	478,273
Depreciation and amortization	1,105,723	363,323	3,616	-	1,472,662	294,742	68,665	-	-	363,407	1,836,069
Total	\$ 34,633,807	\$ 11,268,894	\$ 35,644	\$ -	\$ 45,938,345	\$ 9,407,524	\$ 2,205,526	\$ 18,819	\$ (24,842)	\$ 11,607,027	\$ 57,545,372

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses****Year Ended June 30, 2023**

	Vermont School for Girls
Revenue	
Vermont Department of Children & Families	\$ 2,895,265
Vermont Department of Mental Health	619,607
Vermont Department of Education	<u>460,664</u>
Total revenue	<u>3,975,536</u>
Expenses	
Salaries and wages (excluding school salaries)	1,647,501
Employee benefits	466,604
Consulting	10,715
Resident care	17,870
Food service	119,766
Supplies	15,845
Property	163,881
Household	43,426
Client transportation	21,231
General and administrative	177,662
School (including school salaries)	<u>963,706</u>
Total allowable expenses	3,648,207
Bad debt expense	<u>1,296</u>
Total expenses	<u>3,649,503</u>
Excess of revenue over expenses	<u>\$ 326,033</u>



MPA TRUSTEES

June 30, 2023

Jon Bownes

Board Member

[REDACTED]

Robert Bannon

Board Member

[REDACTED]

Ben Cronin

Board Member

[REDACTED]

Paul Fitzgerald

Board Member

[REDACTED]

Charles Wheeler

Board Member

[REDACTED]

OFFICERS

Jeffrey Caron, President

[REDACTED]
[REDACTED]
[REDACTED]

John Sears, Treasurer

[REDACTED]
[REDACTED]
[REDACTED]

Jeffrey Park, Secretary

[REDACTED]
[REDACTED]
[REDACTED]

Jeffrey S. Caron



Professional Experience

President and Executive Director, 2008-Present

Mount Prospect Academy: Plymouth, New Hampshire

- Responsible for admissions and discharge planning for 5 distinct intensive residential programs over northern New Hampshire serving over 250 students annually.
- Design and oversee programs
- Responsible for setting vision and mission
- Development of services to meet the changing needs of youth in the State of New Hampshire
- Curriculum development
- Treatment program development
- Assure compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF
- Directly supervise ten director-level employees to ensure a high quality of service

President, 2014 to Present

Vermont Permanency Initiative: Bennington, 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 Department
- Implement New Administrative Structure
- Oversee transition i.e., Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance, etc.
- Assure compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise Executive Directors to ensure a high quality of service
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the 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 Haverhill Academy: East Haverhill, 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 and VT DOE
- Coordinate and maintain clinical treatment, special education, medical service for Vermont DCF
- Manage annual operating budget of 3.5 million

Treatment Coordinator, 1996-1998

The Becket School: Pike, New Hampshire

- Designed and implemented Individual Treatment Plans; responsible 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

Master of Education, School Principal, 2001

Plymouth State College: Plymouth, NH

Master 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
- Honored recipient 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 Setter 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 Setter Conference

JOHN T. SEARS

PROFESSIONAL PROFILE

Skilled financial accounting professional with over thirty years of steady growth. Areas of expertise include leading the complete month-end close process, full balance sheet reconciliation, internal and external financial reporting, budgeting, forecasting, cash management, fixed assets, inventory, years of hands-on experience in many capacities in the hospitality industry.

PROFESSIONAL EXPERIENCE

MOUNT PROSPECT ACADEMY, Plymouth, NH
CHIEF FINANCIAL OFFICER

6/2021-Present

- Manage all aspects of the Business Office for a \$49 million academic, residential and community based non-profit
- Manage and train team of seven accountants in month-end close, balance sheet reconciliations, payroll, accounts payable, and accounts receivable
- Collaborate with related company colleagues on management and accounting topics
- Advise all fellow associates on financial and other matters
- Development and deployment of SOP's
- Responsible for compliance in several annual audits
- Maintain safe, positive, and friendly work environment

COL WEN HOTELS, Portsmouth, NH
DIRECTOR of HOTEL ACCOUNTING

1/2017-6/2021

- Manage and train team of three direct, two indirect reports who complete month end close/Balance Sheet reconciliation for portfolio of 32 hotels
- Maintaining budget, and forecast files for portfolio
- Review financials with General Managers monthly
- Deliver accurate, timely financial reporting package for 15 hotels monthly
- Collaborate with CFO in development and deployment of SOP's
- Manage Transition/Opening accounting checklist
- Mentor and train accounting staff

REGIONAL CONTROLLER

- Manage complete month end close/Balance Sheet reconciliation for portfolio of seven hotels
- Responsible for training and oversight of property accountants at full-service properties
- Responsible for accurate, timely full financial reporting to three different ownership groups
- Member of Advisory Committee, which develops and implements best practices and SOP's
- Responsible for Cash Management of 19 bank accounts including weekly reconciliation
- Perform monthly on-site training for hotel management staff
- File MA and NJ Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly

PYRAMID HOTEL GROUP LLC, Boston, MA
CENTRALIZED CONTROLLER

3/2014-1/2017

- Manage complete month end close/Balance Sheet reconciliation for four active, three inactive hotels
- Responsible for accurate, timely full financial reporting to four different ownership companies
- Responsible for Cash Management, including 26 bank accounts
- File MA, FL, AZ, HI Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly
- Perform Task Force assignments – due diligence, property take-over/disposition teams

CONTROLLER

- Member of the Executive Committee
- Manage an accounting staff of three associates for a \$11 Million, 293 room hotel featuring 189 Prime restaurant, Lobby Lounge, Characters Sports Bar, Conference Center, Room Service, and Gift Shop

- Responsible for accurate, timely financial reporting to ownership, including SOI, monthly forecast, and weekly productivity reporting
- Produce annual budget
- File MA Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly

HEI HOTELS & RESORTS, Embassy Suites - Waltham, MA

9/2013-3/2014

DIRECTOR of FINANCE

- Member of the Executive Committee
- Manage an accounting staff of three associates for an \$18 Million, 275 room hotel featuring full service Restaurant, Bar, and Conference Center, Suite Service, and Gift Shop revenue centers
- Responsible for accurate, timely financial reporting to ownership and management company, including Income Statement, Mid-month Reforecast, Daily Sales Report, and productivity reporting
- Produce annual budget
- File Massachusetts Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly

WEDGE HOTELS CORPORATION, Wyndham Boston/Chelsea, MA

3/2005-9/2013

CONTROLLER

- Member of the Executive Committee
- Managed an accounting staff of three associates for a \$6 Million, full service hotel, restaurant and bar
- Responsible for accurate, timely financial reporting to ownership
- Produce annual budget
- Performed Task Force - due-diligence, property takeover/disposition teams

THE ATKINSON RESORT & COUNTRY CLUB, Atkinson, NH

6/2003-3/2005

CONTROLLER

- Member of the Executive Committee, Marketing Committee, and Operations Committee
- Managed an accounting staff of six for a \$15 million Golf resort with Hotel and full F&B
- Responsible for accurate, timely financial reporting to ownership and quarterly audits by CPA firm
- Instituted the company's first budgeting and reconciliation
- Implemented Micros 3700 POS system.

MAST INDUSTRIES, INC., Andover, MA

1/2001-6/2003

SENIOR FINANCIAL ANALYST - Financial Reporting

- Produced internal and external consolidated financial reports for \$1.6 billion Company
- Audited and posted financial statements of foreign production offices and joint ventures to the G/L
- Member of Hyperion Enterprise consolidation software implementation team

WEDGE HOTELS CORPORATION, Raddison Hotel, Chelmsford, MA

1992-2001

- **Assistant Controller** (1998-1/2001)
- **Staff Accountant** (1997 - 1998)
- **Accounts Payable Manager/General Cashier** (1994 - 1997)
- **Night Audit Supervisor** (1992 - 1994)

RECOGNITION

- ACE Award - Pyramid Hotel Group, LLC Quarter 2, 2014 Best Flow-Thru %.
- ACE Award - Pyramid Hotel Group, LLC Quarter 3, 2014 Best Reporting Report Card
- "Yes There Is A Way" Award - MAST Industries Quarter 1, 2002. Hyperion database implementation
- "Most Valuable Manager" Award 1999 - Radisson Hotel & Suites

EDUCATION

Bachelor of Science in Business Administration
Associate of Business Science - Accounting

Plymouth State University, Plymouth, NH
Hesser College, Nashua, NH

JOHN R. FULP, M.ED., C.A.G.S.

QUALIFICATIONS

Twenty plus years of successful education and experience in Educational and Behavioral Mental Health Leadership.

AFFILIATIONS and SKILLS

- Keeping Maine's Children Connected (KMCC)
- Maine Department of Education's: Effective Transition Planning Task Force. (SPDG)
- Maine Administrators of Service for Children with Disabilities (MADSEC)
- New Hampshire Association of Special Education Administrators (NHASEA)
- Maine Parent Federation, Former Board Member

Microsoft Suite (including; Excel, Access, Word, PowerPoint, Outlook, Explorer), CASE E and NHSES/Easy IEP (Special Ed./I.E.P. reporting systems)

CERTIFICATIONS

Educational

NH – 0006, Special Ed. Administrator Certification No. 88760 (Current)
NH – 0003, Principal Certification No. 88760 (Current)
NH – 1900, General Special Ed. Certification No. 88760 (Current)
NH – 1855, Emotional and Behavioral Disabilities Certification No. 88760 (Current)

ME – 010, Superintendent (K-12) Certification No. 417114 (Current)
ME – 030, Special Education Administrator (K-12) Certification No. 417114 (Current)
ME – 040, Building Administrator/Principal (K-12) Certification No. 417114 (Current)
ME – 079, Special Education Consultant (K-12) Certification No. 417114 (Current)
ME – 282, Exceptional Student Ed. (K-8) (7-12) Certification No. 417114 (Current)

FL – Educational Leadership (All Levels) Certification No. 1112791 (Lapsed)
FL – Exceptional Student Ed. (K-12) Certification No. 1112791 (Lapsed)

Professional

Behavioral Health Professional (BHP) – Behavioral Health Sciences Institute (Current)
Safety Care – Quality Behavioral Solutions, QBS (Current)
Therapeutic Crisis Intervention (TCI) – Cornell University (Current)
CPR/AED & First Aid – Red Cross (Current)

EDUCATION

- 1/11-8/15 Certificate of Advanced Graduate Study Program, Ed. Leadership/Special Ed. Administration, Superintendent, University of Southern Maine (Complete)
- 9/06-5/09 Master of Education, Educational Leadership, Plymouth State University (Complete)
- 2/98-12/04 Bachelor Science, Psychology and Law, Plymouth State University (Complete)

EMPLOYMENT

- 8/2018 – present Superintendent and Director of Operations, Mount Prospect Academy Inc.

I founded, developed, and serve as the Superintendent of, Ashuelot Velley Academy in Keene, NH and Squamscott River Academy in North Hampton, NH. I am also the Director of Operations for all of Mount Prospect Academy Inc.'s Residential facilities, leading a team of Executive Directors through all aspects of operations including but, not limited to (Fiscal Optimization, Recruiting, Teaching, Inspiring the team to evolve and grow professionally and personally, Danielson based Teacher and Lesson Evaluation, IDEIA Compliance, I.E.P. writing and case management, Functional Behavioral Analysis, Payroll, Scheduling, Recruitment, Budgeting, Marketing, Student/Faculty Discipline and Support, Arranging Transportation, Coordinating Community Service Initiatives, Professional Development and Training, Curriculum/Program Development, Assessment, and Evaluation, Implementing and maintaining behavioral incentive systems, job placement and acting as an intermediary between sending school districts, state agencies, and the Mount Prospect Academy organization.)

- 7/2016 – 8/2018 Superintendent Special Education Director, Kittery Academy and Portland Kids Academy, Connections for Kids

After starting and developing the schools with other CFK leaders, I dually served as the Superintendent and Special Education Director for the Kittery Academy and Portland Kids Academy, advising on; leadership, special education compliance, curriculum design, documentation, staff and program evaluation, physical plant management, supervision.

- 11/2012 – 8/2018 Director of Education and School Based Services, Connections for Kids, Affiliate of the Becket Family of Services.

I conceived and started Connections for Kids school based services while serving as Head of Schools for Becket, and continue to direct all aspects of operations and future course. Since the inception of our school-based services, we have built behavioral mental health services collaborations with several school districts in Maine and together we have accomplished many individualized successes including; keeping students in district, transitioning students back into district, and teaching children the skills they need to access the general education setting,

Connections for Kids school-based services are State of Maine, Department of Health and Human Services, approved behavioral health services (Section 65, 28, and Outpatient Counseling) designed to give students individualized support within the public school environment. Students that qualify and are enrolled in the school-based services are afforded an extra layer of behavioral and mental health support within their current academic setting, by Clinicians and Behavioral Health Professionals (BHPs), so out of district placement in a specialized school does not need to be considered as quickly.

- 9/2009 – 11/12 Head of Schools, Executive Leadership of the Androscoggin Learning and Transition Center, member of the Becket Family of Services.

The Androscoggin Learning and Transition Center is a not-for-profit 501 (c) 3 alternative school for grades 7-12. We provide individualized education, health, therapeutic and transitional services with the goal of helping students work through the program so that they can graduate or return to their sending school with the confidence, skills and the self-esteem they need to succeed. Our students go on to be successful in college, the military, or in the work force.

Some of my responsibilities included but were not limited to: Recruiting, Teaching, Inspiring the team to evolve and grow professionally and personally, Danielson based Teacher and Lesson Evaluation, IDEIA Compliance, I.E.P. writing and case management, Functional Behavioral Analysis, Payroll, Scheduling, Recruitment, Budgeting, Marketing, Student/Faculty Discipline and Support, Arranging Transportation, Coordinating Community Service Initiatives, Professional Development and Training, Curriculum/Program Development, Assessment, and Evaluation, Implementing and maintaining behavioral incentive systems, job placement and acting as an intermediary between sending school districts, state agencies, and the Becket organization.

9/2006 – 9/2009 Principal/Special Ed. Director/Case Manager, & Teacher, The Life Centered Learning Institute, Alternative Academic and Vocational Program. Becket Family of Services

Overseeing faculty professional development, student affairs and discipline along, with budget and physical plant management.

The Life Centered Learning Institute was also a not-for-profit 501 (c) 3 alternative school for grades 6-12. We provided individual educational, health, therapeutic and transitional services with the goal of helping them work through the program so that they can graduate or return to their sending school with the confidence, skills and self-esteem they need to succeed.

9/2005 – 9/2006

Residential Director, East Haverhill Academy part of the Becket Family of Services. Overseeing the daily operations of the East Haverhill Academy Boys and upstart of Girls residential campuses. Holding community therapeutic group sessions, faculty professional development etc.

8/2004-9/2005

Residential Director, Becket House at Campton part of the Becket Family of Services. Transitioned, into a new facility, developed designed and implemented meaningful and treatment related programming based in community leadership and self-sufficiency.

11/2003- 8/2004

Revenue/Reservations Manager, the Wyndham Garden Hotel – RTP, NC

Customer Service/Reservations/Group Reservations, scheduling airline crew arrivals and departures, staff coordination. Overall emphasis on positively impacting monthly revenue by selling the hotels amenities at the most competitive rate.

4/2002-9/2003

Residential Director, Wreath School/Mount Prospect Academy part of the Becket Family of Services.

Overseeing and coordinating the needs of adolescents and faculty development, as well as physical plant and budgetary management.

REFERENCES

Upon Request

Richard Phelps, LICSW



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

February 2019-
Present

Mount Prospect Academy Director of Clinical Services

Responsible for clinical oversight of 7 residential treatment programs designed to provide clinical treatment to at risk males and females ranging from 11-21 years of age. Duties include but not limited to:

- Providing trauma informed training and Evidenced Based Trainings for new and existing employees
- Supervision of Master's Level clinical faculty
- Providing licensure supervision for eligible candidates for licensure
- Providing oversight and consultation in support of starting and developing new treatment programs
- Program Design

August 2008-
February 2019

**Mount Prospect Academy, 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/Psychiatric Issues
- Conduct and Behavioral Issues
- Substance/Co-Occurring Disorders
- 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
- ✦ Vicarious Trauma and the importance of Wellness
- ✦ 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.

August 1997- **Lowell Middlesex Academy Charter School, Lowell MA**
June 2005

Teacher/Clinician

Responsible for providing a safe, structured learning environment for at risk, high school age youth. This included development and implementation of curriculum focusing on life skills acquisition. Duties include individual counseling, crisis intervention, peer mediation training, facilitation of educational groups focused on substance use, conflict resolution, teen pregnancy, and personal control; clinical consultant to staff; community networking.

September 1995-
August 1999

Lowell Public Schools, Lowell MA
City and Arts Magnet Schools, Behavior Modification
Center Monitor

Responsible for facilitating a safe, secure learning environment in a public middle school for emotionally disturbed and delinquent students. Duties include: creating behavioral plans with students, peer mediation/conflict resolution, individual and group counseling, crisis intervention, staff education regarding urban issues effecting youth and families and case management including family intervention. In addition, taught standardized testing preparation as content and motivational leader. School representative to the District Attorney's Juvenile Justice Task Force.

August 1990-
August 1995

Massachusetts Department of Social Services, Lowell MA
Social Worker III

Responsible for the ongoing assessment and treatment of families with multiple issues in a child welfare agency. Duties include: case management, crisis intervention, clinical planning, court liaison, client advocacy and community networking. Experience with physical and sexual abuse, neglect, substance abuse and domestic violence. Supervision of MSW Intern.

CERTIFICATIONS:

- *Licensed Independent Clinical Social Worker, NH
- *Mediator
- *Batterer Intervention Provider
- *Trauma Focused Cognitive Behavioral Therapist
- *Trained EMDR therapist
- *Past NH Social Work Board Chair on the Board of Mental Health Practice

RACHEL UMBERGER



EXPERIENCE

DECEMBER 2011– CURRENT

EXECUTIVE DIRECTOR, MOUNT PROSPECT ACADEMY AT RUMNEY

Responsible for daily operations of residential, clinical and permanency teams. Also, responsible to maintain program and census and produce positive financial variance of the program. Emphasized trauma-informed training with an eye on sustainability of residential operations.

MAY 2018 – CURRENT

EXECUTIVE DIRECTOR, MOUNT PROSPECT ACADEMY AT PLYMOUTH

Responsible for daily operations of residential, clinical and permanency teams. Also, responsible to maintain program and census and produce positive financial variance of the program. Emphasized trauma-informed training with an eye on sustainability of residential operations.

OCTOBER 2016 – MAY 2018

CLINICAL DIRECTOR, BECKET FAMILY OF SERVICES (CAST)

Responsible for oversight of six person clinical and permanency team with focus on short-term assessment completion for adjudicated adolescent males. Responsible for developing and implementing training to different milieu settings, supervision of direct reports and ensuring quality of all clinically-related documentation.

MAY 2013 – OCTOBER 2016

MILIEU CLINICIAN/CLINICAL COORDINATOR, BECKET FAMILY OF SERVICES (CAST)

Provided clinical services to adjudicated adolescent males. Responsible for completing requisite paperwork relative to cases (treatment plans, psychosocial, case notes). Administered assessments to clients and crafted comprehensive assessment report. Received two awards for outstanding work and dedication to students.

EDUCATION

MAY 2013

CLINICAL MENTAL HEALTH COUNSELING, PLYMOUTH STATE UNIVERSITY

GPA: 3.85, Specializations: Children and Adolescents, GLBTQ+ population. 2012-2013: Chi Sigma Iota, National Counselor Education Honor Society (Advocacy Chair). 2011-present: American Mental Health Counselor Association. 2010-2011, 2016-present: New Hampshire Mental Health Counselor Association. Awarded first Master's level internship at Plymouth State University Counseling and Human Relations Center.

MAY 2007

B.A, UNIVERSITY OF NEW HAMPSHIRE

Major: Women's Studies, History. Minor: Gender Studies. University of New Hampshire President's Commission on the Status of Women "Student of the Year"; University of New Hampshire Undergraduate Research Conference, Award of Excellence, oral session.

SKILLS

- EMDR-trained
- Interpretation of psychological assessments
- Assessment writing
- Valid LCMHC license
- ARC, YLS-CMI trained

ACTIVITIES

2008-2010: CASA (Court Appointed Special Advocate). 2010-2013: member of Conference Planning Committee for Counselor Education and School Psychology Department at Plymouth State University. 2015-2016: Adjunct undergraduate teacher (Interpersonal Conflict Resolution). Yoga. Football.

Ian T. Detamore

Objective: To maintain a safe and therapeutic residential treatment program for students and faculty while promoting growth and skill development.

Education: M.Ed., School/Community Counseling, Ohio University. (06/2008)
B.A., Psychology, University of Cincinnati. (12/2005)

Certifications:

- NH Licensed Clinical Mental Health Counselor (LCMHC) #872. (08/2011 - Present)
- National Certified Counselor (NCC) # 266484. (04/2010 - Present)
- Ohio Licensed Professional Counselor (LPC) #C.0700403. (07/2008)
- Trauma Focused- Cognitive Behavioral Therapy. (11/2010 - Present)
- American Heart Association, Healthcare Provider CPR/AED. (11/2010 - Present)
- Therapeutic Crisis Intervention (TCI) Instructor. (05/2014 - Current)
- Eye Movement Desensitization and Reprocessing (EMDR). (05/2016 - Present)

Professional Experience

- Executive Director - Becket Family of Services (MPA). Campton, NH (01/17 - Present)
- Clinical Director - Becket Family of Services. Campton, NH (01/15 - 01/17)
- Director of Operations - Becket Family of Services. Plymouth, NH (07/14 - 01/15)
- Treatment Coordinator - Becket Family of Services. Plymouth, NH (01/11 - 01/15)
- Permanency Specialist - Becket Family of Services. Dover, NH (01/10 - 01/11)
- Community Clinician - Becket Family of Services. Campton, NH (07/08 - 01/10)
- School Counselor, Intern - Meigs Middle School. Pomeroy, OH (02/08 - 06/08)
- School Counselor, Intern - Trimble High School. Glouster, OH (08/07 - 02/08)
- Counselor, Intern - Health Recovery Services, CDCA. Athens, OH (06/07 - 03/08)

Organizational Ability & Skills

- Implementation of agency wide training for 60+ faculty members
- Providing administrative and clinical oversight to residential treatment facilities
- Trained in TBRI, TF-CBT, EMDR & ARC
- Therapeutic Crisis Intervention (TCI) Trainer
- New Hampshire OPLC Clinical Supervisor
- Individual, Group and Family Therapy
- Human Rights & Safety Committee
- Developed and Implemented Mental and Behavioral Health Treatment Pathways
- Trauma Informed Care
- Evidenced Based Practices (TF-CBT, EMDR, CBT, ARC)
- American Sign Language (ASL)
- Critical Thinking, Teaching & Communication

Joseph Patrick Michel



Education

Plymouth State University, Plymouth, NH- Bachelor of the Arts- Graduated May 2018

Learning the three major components of the criminal justice system that include law enforcement, the courts, and prisons. Understanding what factors led to a crime being committed, by not only examining the offender, but the surrounding circumstances.

Relevant classes including: Criminal Adjudication, Juvenile Delinquency, Law Enforcement Environment, Criminology, Foundations of Sociology and Sociology of the Family.

Dover- Sherborn Regional High School, Dover, MA – 2004-2007

Employment History

Youth Counselor, Becket House of Plymouth 2012-2013

Community Leader, Becket House of Campton, Campton NH 03223. 2013- 2014

Program Manager, Becket House of Campton, Campton NH 03223. 2015-2017

Dean of Students, Mount Prospect Academy, Plymouth NH 03264. 2017-2018

Residential Administrator, Mount Prospect Academy, Campton NH 03223. 2018-2019

Executive Director, Mount Prospect Academy Adventure Therapy, Warren NH 03279. 2019-2023

Executive Director, Mount Prospect Academy Pike and Warren Campus, Pike NH 03780. May 2023- Present

References

John Fulp- Director of Operations Mount Prospect Academy, Plymouth NH

John.Fulp@becket.org, 919-475-4774

Jay Marshall- Head of Schools Mount Prospect Academy, Plymouth NH

Jay.Marshall@becket.org, 603-667-5330

Richard Phelps- Director of Clinical Services Mount Prospect Academy, Plymouth NH

Richard.Phelps@becket.org, 603-261-5265

Christian Wolter

Residential Director – Mount Prospect Academy

Professional Objective: Passionate and motivated professional with a strong leadership background. Promotions from entry level to Director level at Becket Family of Services and sister company Mount Prospect Academy, a non-profit company whose mission is helping struggling adolescents navigate the difficulties of life.

Mount Prospect Academy (03/2019 – present)

Residential Director (5/1/2021 – present)

- Took direct responsibility of the residential leadership and overall financial management of the Hampton cost center.
- Directly manage 35+ staff and support the program as an on-call support 24/7.
- Responsible for hire and retaining all our staff members to maintain proper contract ratios.
- Lead weekly trainings for all staff members to maintain proper compliance and ensure staff are well trained.
- Developed new contracts for the program to support additional children in need of services.
- Work with the Clinical Director to ensure treatment models are effective and student focused.
- Increased the Hampton census to an average of 17.4/month total and an average ERT census to over 9/month.
- Have turned a positive surplus each month in order to invest in programming, building supplies, student activities, staff appreciation, etc.

Director of Talent Acquisition (4/1/2020 – 5/1/2021)

- Transitioned during COVID-19 to support sister company Mount Prospect Academy.
- Increased our hiring numbers by 20% in the first 6-months, despite the COVID-19 pandemic. April 2020 was our best hiring month for the year.
- Reduced our recruiting spend by \$35,000 and used that money to establish a new relationship with a third-party candidate tracking platform at neutral cost.
- Directly manage a team of 6 recruiters responsible for the hiring performance for 500+ employees and 15 programs.

Becket Family of Services (03/2019 – 4/1/2020)

Director of Talent Acquisition (12/1/19 – 4/1/2020)

- Created the structure and led the implementation process of a third-party candidate tracking company for more than 1,400+ employees.
- Directly responsible for recruiting and hiring for all of Becket Family of Services.
- Promoted for the 2nd time in 10 months at the company.

Risk Management Director (07/2019 – 11/30/19)

- Promoted within 5 months to position as Risk Management Director.
- In the first 3 months developed companywide fleet safety policy and GPS tracking program for over 250 vehicles.
- Assume direct responsibility for training our program managers on proper time & attendance management for a 1,400+ workforce, resulting in a 50% reduction of payroll issues each pay cycle.
- Create and analyze monthly operating reports for numerous programs to advise leadership on current YTD performance against 2020 budget.

Direct Support Professional (03/2019 – 07/2019)

- Worked directly with our programs difficult-to-serve clients as a residential counselor to improve and enhance their lives, and routinely volunteered for extra shifts and weekend coverage to keep our program running efficiently.

USI Insurance Services (07/2017 – 03/2019)

Vice President – Employee Benefits

- Youngest hire at the company in my position.
- 2nd highest number of new business meetings on our team with an average of 1.5 meetings a week and 50+ in the year, resulting in 8 finalist meetings compared to an average of less than 1 a week and less than 5 finalists a year.
- Developed an innovative new sales & marketing technique, comprised of sending a package, Legos, and a letter to prospective clients, which led to a 15% success rate, compared to 5% with standard approaches.
- Asked by leadership to mentor struggling or new members of our production team and had my first mentee attain “Peak” status, given to the top salespeople in the organization.

Northeastern D’Amore McKim School of Business (2022) – Masters in Business Administration (GPA 3.79).

University of Michigan (2017) – BA, Economics

- Earned University Honors in 2014 and 2016.
- Selected as Captain of D1 Michigan Men's Lacrosse Team.
- Awarded Student-Athlete Academic Achievement Award from 2015 to 2017.

Hobbies: Fishing, Sports, Coaching, CrossFit, Volunteering, Reading, Exercising, Golfing, Waterskiing

LARA SAFFO

EXPERIENCE

2019 - PRESENT

CHIEF COMPLIANCE OFFICER, MOUNT PROSPECT ACADEMY, INC. AND THE VERMONT PERMANENCY INITIATIVE

Oversees and manages compliance issues within Mount Prospect Academy and the Vermont Permanency Initiative. Ensures that both MPA and VPI are in compliance with various legal and regulatory requirements and that employees are in adherence with internal procedures and policies. Managed CARF accreditation for both organizations.

2009 - 2019

COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

As the chief law enforcement official for Grafton County, directed and managed the prosecutorial office responsible for justice on behalf of the citizens of Grafton County. Sought and obtained funding to start new alternative sentencing programs, including mental health court, restorative justice for juveniles, and adult diversion. Successfully sought the expansion of drug court and the creation of an Alternative Sentencing Department in Grafton County. Specialized in domestic violence and sexual assaults, leading initiatives in both areas. Founding member and prosecution representative of Grafton County's Child Advocacy Center for over a decade. Expanded victim witness assistance to include misdemeanor level courts.

2004 - 2009

ASSISTANT AND DEPUTY COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

Initially hired as the Violence Against Woman's Act prosecutor, then promoted to Deputy County Attorney. Responsible for prosecution of felony level crimes and working with over thirty law enforcement agencies on the state and federal level. Networked and collaborated with multiple agencies, including Crisis Support Services.

1999 - 2004

ASSOCIATE ATTORNEY, VAN DORN AND CURTISS, PLLC, ORFORD, NEW HAMPSHIRE

An associate attorney in a boutique law firm specializing in personal injury claims ranging from motor vehicle collisions to torts committed by governmental entities. Civilly represented victims of sexual assault.

EDUCATION

MAY 1992

J.D., Vanderbilt University School of Law
Nashville, Tennessee

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Dean's List, Andrew Ewing finalist
Visiting Semester in Environmental Studies, Vermont Law School
American Jurisprudence Award, Water Law

JUNE 1988V

B.A., Fairfield University

Fairfield, Connecticut
Major in History, Minor in Latin American Caribbean Studies
Semester abroad in Spain

1988 - 1989

VOLUNTEER, JESUIT VOLUNTEER CORP

Phoenix, Arizona.

As a member of the Jesuit Volunteer Corp, full time volunteer at the Chrystal Shelter Against Domestic Violence. Also volunteered at Phoenix's homeless shelter, that served over a thousand people in the winter.

TEACHING EXPERIENCE

2011 – present adjunct faculty member, Plymouth State University, Plymouth, New Hampshire. Past adjunct faculty member, White Mountains Community College. Taught a variety of criminal justice classes, including: Individual and the Law, Introduction to Criminal Justice, Juvenile Justice, Criminal Procedure and Criminal Law.

GRANT WRITING EXPERIENCE

Successfully applied for and received grants totaling over a million dollars for Grafton County, NH. Grants awarded included \$300,000 (three year) from the US Department of Justice to start the Grafton County Mental Health Court, \$450,000 (three year) grant to fund a part time adult sexual assault coordinator and two full time roving advocates for two of Grafton County's three advocacy programs. Part of a team that drafted grants to create an adult sexual assault investigator position for New Hampshire's rural counties as well as to obtain funding to start a Human Trafficking Coalition.

PROTOCOL DRAFTING EXPERIENCE

On the team that wrote New Hampshire's Adult Sexual Assault Protocols and the draft Human Trafficking Protocols. Reviewed and presented on New Hampshire's Child Sexual Assault Protocols.

AWARDS

- Everyday Hero Award, Grafton County Child Advocacy Center (2018)
- Hall of Fame, NH Coalition Against Domestic and Sexual Violence (2014)
- NAMI New Hampshire's System Change Award (2013)
- Carole Estes Community Leader Award, Cady, Inc. (2012)
- United Way "Live United" Public Sector Leadership Award (2010)
- Annual award: The Grafton County Drug Court (2010)
- NH County Attorney of the Year (2010)

Mount Prospect Academy
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract :
Jeff Caron, M.Ed., C.A.G.S.	President	\$155,067
John Sears	Chief Financial Officer	71,488
John Fulp, M.Ed., C.A.G.S.	Director of Operations and Superintendent at SRA and AVA	136,069
Richard Phelps, MSW	Director of Operations	54,273
Rachel Umberger	ED: MPA at Plymouth: CAST; MPA at Plymouth: Summit; MPA at Rummey	131,127
Ian Detamore	ED: MPA at Campton: ERT; MPA at Campton: STEP	103,526
Joe Michel	ED: MPA at Warren; MPA at Pike: Subacute; MPA at Pike: Hall Farm	82,400
Christian Wolter	ED: MPA at Hampton: CAST; MPA at Hampton: ERT	99,445
Lara Saffo, J.D.	Chief Compliance Officer	59,380

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Lori A. Shibillette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	6,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,295,033.00	5,295,033.00	5,295,033.00	15,885,099.00
Total:		\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$78,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 - OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

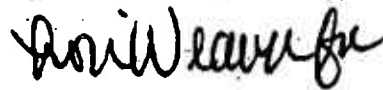
- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

- 1 Robert Rodier, Administrator for DCYF
- 2 Richard Sarette, Administrator for DCYF
- 3 Shawn Blakoy, Program Specialist IV, CBH
- 4 Paige Morgan, Youth Voice
- 5 Tania Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chese Home	Portsmouth	85
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	75
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	81
7	Orton House Incorporated	Orton	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	85
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Burton, Administrator, DGYF
- 4 Tanja Godfredson, Business Administrator, Finance



New Jersey Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-06H-12-RE-SO		
LEVEL OF CARE	Level 3		
	Proposer Name	Item/Location	TOTAL SCORE
1	Deveraux Foundation	Deveraux Level 3 Intensive	76
2	Easter Seals	RJ Oaks - Intensive	85
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	RJ Noel - Intensive	80
6	Home for Little Wanderers	Wesley	72
7	Manor ABN (Neuro/Restorative)	Manor	86
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hill Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A P25 Rumney	84
11	Mount Prospect Academy, Inc.	Option A Burnt Pym	84
12	Mount Prospect Academy, Inc.	Option C East Hempton	85
13	Mount Prospect Academy, Inc.	Option C East Pym	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Clampton	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	IFP	85
17	Spaulding Academy & Family Services	NBP	85
18	Spaulding Academy & Family Services	LIF	80
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	83
22	Vermont Permanency Initiative, Inc.	Vermont	81
23	Whitney Academy Inc.	Option A	81

Ranking Note and Ties

- 1 Amy Linnart, Program Specialist IV, CBH
- 2 Pauline Fowl, Program Specialist IV, CBH
- 3 Kathleen Tobol, Program Specialist IV, CBH
- 4 Jessica Kasilov, Administrator, DCYF
- 5 Kyra Leonard, Administrator, Finance
- 6 Renee G. Linder, Regional Reporting Arms



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	85
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tania Godfredsen, Business Administrator, Finance
- 6 Etrabeth Lafontaine, Administrator, Finance



Subject: Residential Treatment Services for Children's Behavioral Health

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mount Prospect Academy, Inc.		1.4 Contractor Address 350 Main Street, Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 359-5951	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8. Price Limitation \$47,176,194.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  DocuSigned by: Jeffrey Caron Date: 7/21/2021		1.12 Name and Title of Contractor Signatory Jeffrey Caron President	
1.13 State Agency Signature  DocuSigned by: Katja Fox Date: 7/21/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 7/21/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions:

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.3. Paragraph 9, Termination, is amended by modifying subparagraph 9.1. to read:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by a minimum of 90 day written notice to the State that the Contractor is exercising its option to terminate the Agreement. Notwithstanding the foregoing, the Parties agree that the contract will not terminate until such time as all children have been successfully transitioned. Because this Agreement covers multiple programs, it is understood that the Contractor may terminate on a program specific basis.

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EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
- 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
- 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
- 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
- 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
- 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
- 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
- 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
- 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. Staffing, Training and Development**
 - 1.11.1. Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
 - 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
 - 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

- 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
- 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
- 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
- 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
- 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

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2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				
Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	MPA at Warren Adventur-Based	Warren, NH	8	N/A
	MPA at Plymouth: Summit Program	Plymouth, NH	4	N/A
	MPA at Rumney: PSB	Rumney, NH	10	N/A
	MPA at Pike: Hall Farm	Pike, NH	8	N/A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	MPA at Hampton: Cast	Hampton, NH	4	N/A
	MPA at Plymouth Cast	Plymouth, NH	16	N/A
Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute	MPA at Pike: Subacute Blake House and Mitchell House	Pike, NH	8	N/A
Reserved				
Reserved				
Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)	MPA at Hampton: ERT	Hampton, NH	8	N/A
	Mpa at Campton: ERT	Campton, NH	12	N/A

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for

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individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

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- 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which

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shall be billed directly to
Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.
- 2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

- 2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain

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Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

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- 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

- 2.8.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access.
- 2.8.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.8.2.1. Highly structured treatment on a 24/7 basis,
 - 2.8.2.2. Structured and safe, therapeutic milieu environment,
 - 2.8.2.3. Medication Monitoring and management,
 - 2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.8.2.5. Concentrated individualized treatment protocol.
 - 2.8.2.6. Specialized assessment and treatment services.

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- 2.8.2.7. Community Supports.
- 2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.8.2.9. Specialized social services.
- 2.8.2.10. Behavior management.
- 2.8.2.11. Recreation.
- 2.8.2.12. Clinical Services.
- 2.8.2.13. Family Services.
- 2.8.2.14. Vocational Training.
- 2.8.2.15. Medication Monitoring, as clinically indicated.
- 2.8.2.16. Crisis Intervention.
- 2.8.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.

2.8.3. Staffing

2.8.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.8.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.8.3.2.1. Direct-Care Staff/Milieu:

2.8.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.8.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.

2.8.3.2.2. Clinical Services

2.8.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.8.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.8.3.2.2.3. Clinical Ratio: 1:8

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- 2.8.3.2.2.4. Family Therapist 1:8
- 2.8.3.2.2.5. Family Worker: 1:8
- 2.8.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8
- 2.8.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles. i.e. Family therapy and family worker as well as primary clinician.
- 2.8.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.8.3.2.3. Medical Care:

- 2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
- 2.8.3.2.3.2. Availability of prescriber or psychiatry on site.
- 2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.8.4. Supported Visits

- 2.8.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.
- 2.8.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.8.5. Educational Services

- 2.8.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

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by their treatment team and sending school district, when applicable.

2.8.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.8.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.8.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.8.5.4.1. Transitional Services.

2.8.5.4.2. Vocational Services.

2.8.5.4.3. Formal Education.

2.8.5.4.4. Training Programs.

2.8.5.4.5. Independent Living Skills.

2.8.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.8.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.8.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.8.6. Transportation

2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.8.6.1.1. Court Hearings.

2.8.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

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- 2.8.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.8.6.1.4. Recreation (clubs, sports, work).
- 2.8.6.1.5. Family and sibling visits.
- 2.8.6.1.6. Other as required by the individual's treatment plan.
- 2.8.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.8.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.8.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.8.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.
- 2.8.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.8.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.8.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.8.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.8.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including

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coverage for all owned, hired, or non-owned vehicles, as applicable.

2.9. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

2.9.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

- 2.9.1.1. Stabilize and treat the acute symptoms,
- 2.9.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,
- 2.9.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or
- 2.9.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.9.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

- 2.9.2.1. Simulated everyday community living in a safe, therapeutic environment
- 2.9.2.2. A family-centered focus that is reflected in the program's milieu.
- 2.9.2.3. Highly structured treatment on a 24/7 basis,
- 2.9.2.4. Structured and safe, therapeutic milieu environment,
- 2.9.2.5. Medication Monitoring and management,
- 2.9.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.9.2.7. Concentrated individualized treatment protocol.
- 2.9.2.8. Specialized assessment and treatment services.
- 2.9.2.9. Community Supports.
- 2.9.2.10. Access to public school education and/or an approved special education program on site or subcontracted.
- 2.9.2.11. Specialized social services.

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- 2.9.2.12. Behavior management.
- 2.9.2.13. Recreation.
- 2.9.2.14. Clinical Services.
- 2.9.2.15. Family Services.
- 2.9.2.16. Vocational Training.
- 2.9.2.17. Medication Monitoring, as clinically indicated.
- 2.9.2.18. Crisis Intervention.

2.9.3. Staffing

2.9.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.9.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.9.3.2.1. Direct Care Staff/Milieu:

2.9.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.9.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building:

2.9.3.2.2. Clinical Services

2.9.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.9.3.2.2.2. Clinical ratio: 1:6

2.9.3.2.2.3. Family Therapist 1:6

2.9.3.2.2.4. Family Worker: 1:8

2.9.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.9.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.9.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

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2.9.3.2.3. Medical Care:

2.9.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.9.3.2.3.2. Availability of prescriber/psychiatry on site..

2.9.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.9.4. Supported Visits

2.9.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

2.9.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.9.5. Educational Services

2.9.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.9.5.2. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education.

2.9.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

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- 2.9.5.3.1. Transitional Services.
- 2.9.5.3.2. Vocational Services.
- 2.9.5.3.3. Formal Education.
- 2.9.5.3.4. Training Programs.
- 2.9.5.3.5. Independent Living Skills.
- 2.9.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.9.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.9.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.9.6. Transportation**
 - 2.9.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.9.6.1.1. Court Hearings.
 - 2.9.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.9.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.9.6.1.4. Recreation (clubs, sports, work).
 - 2.9.6.1.5. Family and sibling visits.
 - 2.9.6.1.6. Other as required by the individual's treatment plan.
 - 2.9.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.9.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.9.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

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- 2.9.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.9.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.9.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.9.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.9.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.9.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.10. Reserved

2.11. Reserved

2.12. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

2.12.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option D: Enhanced Residential Treatment (ERT) to individuals who may not have a clinical diagnosis, and who may have demonstrated behaviors which have been considered dangerous and are often not amendable to treatment to:

2.12.1.1. Stabilize and treat the acute symptoms,

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- 2.12.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,
- 2.12.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or
- 2.12.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.
- 2.12.2. The Contractor shall provide services to children, youths and young adults in this type of treatment setting twenty-four (24) hours per day, seven (7) days a week, for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.12.2.1. Highly structured treatment on a 24/7 basis,
 - 2.12.2.2. Structured and safe, therapeutic milieu environment,
 - 2.12.2.3. Medication Monitoring and management,
 - 2.12.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.12.2.5. Concentrated individualized treatment protocol.
 - 2.12.2.6. Specialized assessment and treatment services.
 - 2.12.2.7. Community Supports.
 - 2.12.2.8. Access to public school education and/or an approved special education program on site or subcontracted
 - 2.12.2.9. Specialized social services.
 - 2.12.2.10. Behavior management.
 - 2.12.2.11. Recreation.
 - 2.12.2.12. Clinical Services.
 - 2.12.2.13. Family Services.
 - 2.12.2.14. Vocational Training.
 - 2.12.2.15. Medication Monitoring, as clinically indicated.

2.12.3. Staffing

- 2.12.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.12.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.12.3.2.1. Direct Care Staff/Milieu:

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- 2.12.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.
- 2.12.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.
- 2.12.3.2.2. Clinical Services
 - 2.12.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need)
 - 2.12.3.2.2.2. Clinical ratio: 1:6.
 - 2.12.3.2.2.3. Family Therapist 1:6.
 - 2.12.3.2.2.4. Family Worker: 1:8.
 - 2.12.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.
 - 2.12.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.12.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10 .
- 2.12.3.2.3. Medical Care:
 - 2.12.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.
 - 2.12.3.2.3.2. Availability of prescriber/psychiatry on site.
 - 2.12.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.12.4. Supported Visits

- 2.12.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be

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provided at the individual's and family's home when safe and appropriate.

2.12.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.12.5. Educational Services

2.12.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their multidisciplinary team and sending school district, when applicable.

2.12.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.12.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.

2.12.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.

2.12.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

2.12.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.12.5.3.1. Transitional Services.

2.12.5.3.2. Vocational Services.

2.12.5.3.3. Formal Education.

2.12.5.3.4. Training Programs.

2.12.5.3.5. Independent Living Skills.

2.12.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.12.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

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2.12.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.12.6. Transportation

2.12.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.12.6.1.1. Court Hearings.

2.12.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.12.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.12.6.1.4. Recreation (clubs, sports, work).

2.12.6.1.5. Family and sibling visits.

2.12.6.1.6. Other as required by the individual's treatment plan.

2.12.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.12.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.12.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.12.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.12.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.12.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.12.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance

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with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.12.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.12.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000; for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. MPA at Warren: Adventure Based

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
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Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA

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Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Aggressive behavior;
- 3.5.1.2.3. Fire Setting;
- 3.5.1.2.4. Problematic Sexual Behavior;
- 3.5.1.2.5. Highly Aggressive Behavior;

3.5.2. MPA at Pike: Hall Farm

3.5.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care Overnight	Awake overnight: 1:6,	1:6; 6 FTE

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	minimum 2 staff available for programs	
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.8 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.2.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.2.2.2. Aggressive behavior;
- 3.5.2.2.3. Fire Setting;

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3.5.2.2.4. Problematic Sexual Behavior;

3.5.2.2.5. Highly Aggressive Behavior;

3.5.3. MPA at Rumney: Problem Sexual Behavior

3.5.3.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 (including awake overnight supervisor)
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with _{DS}

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		MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.3.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.3.2.2. Aggressive behavior;
- 3.5.3.2.3. Fire Setting;
- 3.5.3.2.4. Problematic Sexual Behavior;
- 3.5.3.2.5. Highly Aggressive Behavior;

3.5.4. MPA at Plymouth- Summit

3.5.4.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program manager (in ratio)
Direct Care 2nd shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program

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		manager (in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 Ratio includes Awake Overnight Supervisor
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Worker
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.4.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be

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determined by an independent assessor, which includes, but is not limited to:

- 3.5.4.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.4.2.2. Aggressive behavior;
- 3.5.4.2.3. Fire Setting;
- 3.5.4.2.4. Problematic Sexual Behavior;
- 3.5.4.2.5. Highly Aggressive Behavior

3.6. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.6.1. MPA at Hampton, CAST

3.6.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care 2nd shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE

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Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.6.1.2.2. Aggressive behavior;
- 3.6.1.2.3. Fire Setting;
- 3.6.1.2.4. Problematic Sexual Behavior;
- 3.6.1.2.5. Highly Aggressive Behavior;

3.6.2. MPA at Plymouth CAST

3.6.2.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	3:8 (includes youth counselor and community leader in ratio)
Direct Care 2nd shift	Milieu 1:3	3:8 (includes youth counselor)

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		and community leader in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6 (includes awake overnight supervisor in ratio)
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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3.6.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.2.2.1. Intellectual and Developmental Disability (IDD);
- 3.6.2.2.2. Aggressive behavior;
- 3.6.2.2.3. Fire Setting;
- 3.6.2.2.4. Problematic Sexual Behavior;
- 3.6.2.2.5. Highly Aggressive Behavior;

3.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

3.7.1. MPA at Pike: Sub Acute

3.7.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager)
Direct Care 2nd shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:3 (2 in each house; Awake overnight supervisor included in the ratio)
Clinical Ratio	1:6	1:6

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Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1.2 FTE
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.7.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.7.1.2.2. Aggressive behavior;
- 3.7.1.2.3. Fire Setting;
- 3.7.1.2.4. Problematic Sexual Behavior;
- 3.7.1.2.5. Highly Aggressive Behavior;

3.8. Reserved

3.9. Reserved

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3.10. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

3.10.1. MPA at Campton: Enhanced Residential Treatment (ERT)

3.10.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:5 (Awake Overnight Supervisor included in the ratio)
Clinical Ratio	1:6	1:6
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral	1:10	1:10

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analyst (BCBA)		
Nursing Staff	Available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required, or as a ratio	

3.10.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.10.1.2.1. Intellectual and Developmental Disability (IDD);

3.10.1.2.2. Aggressive behavior;

3.10.1.2.3. Fire Setting;

3.10.1.2.4. Problematic Sexual Behavior;

3.10.1.2.5. Highly Aggressive Behavior;

3.11. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

3.11.1. MPA at Hampton: Enhanced Residential Treatment (ERT)

3.11.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor and

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		community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:4
Clinical Ratio	1:6	1:6 (includes clinicians and Clinical Director in ratio)
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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3.11.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.11.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.11.1.2.2. Aggressive behavior;
- 3.11.1.2.3. Fire Setting;
- 3.11.1.2.4. Problematic Sexual Behavior;
- 3.11.1.2.5. Highly Aggressive Behavior;

4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contract shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program

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Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 5.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices

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or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to:

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly total of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of:

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on key performance metrics in Table B as follows:

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> % of referrals that receive a response to the referral source within 24 hours [e.g., email, or phone call on availability and next steps] Median time from referral to acceptance

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	<ul style="list-style-type: none"> • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contract shall participate in quality assurance and improvement activities with the Department and other partners and stake holders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

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- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is a critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

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- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level need to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

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- 7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidance.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

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Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 4.1.1.

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$514.46
Residential Non-IEP eligible youth per day	\$514.46
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$451.22
Residential Non-IEP eligible youth per day	\$451.22
Program - Hall Farm	
Residential for IEP eligible youth per day	\$478.77
Residential Non-IEP eligible youth per day	\$478.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$626.46
Residential Non-IEP eligible youth per day	\$626.46
Program - Rumney	
Residential for IEP eligible youth per day	\$563.07
Residential Non-IEP eligible youth per day	\$563.07
Program - Summit Program	
Residential for IEP eligible youth per day	\$498.88
Residential Non-IEP eligible youth per day	\$498.88
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$635.51
Residential Non-IEP eligible youth per day	\$635.51
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$819.20
Residential Non-IEP eligible youth per day	\$819.20

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



Program - Sub Acute	
Residential for IEP eligible youth per day	\$880.18
Residential Non-IEP eligible youth per day	\$880.18

4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

4.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$47,176,194.00
 - 4.5.2. SFY 22: \$15,725,398.00
 - 4.5.3. SFY 23: \$15,725,398.00
 - 4.5.4. SFY 24: \$15,725,398.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



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- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

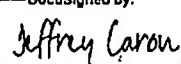
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/21/2021

Date

DocuSigned by:

 Name: Jeffrey Caron
 Title: President

Vendor Initials 
 Date 7/21/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**New Hampshire Department of Health and Human Services
Exhibit F**

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

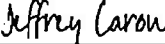
LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

7/21/2021

Date

DocuSigned by:

 Name: Jeffrey Caron
 Title: President

Contractor Initials 
 Date 7/21/2021

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.



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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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- 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

Mount Prospect Academy

The State by:

Name of the Contractor

Katja Fox

Jeffrey Caron

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Jeffrey Caron

Name of Authorized Representative
Director

Name of Authorized Representative

President

Title of Authorized Representative

Title of Authorized Representative

7/21/2021

7/21/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants .
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

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Date 7/21/2021



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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 32-004-8804

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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Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network. (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov