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

Lori A. Shabinette
Commissioner

Joseph E. Ribsam, Jr.
Director

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October 14, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to amend an existing contract with Community Solutions, Inc., Bloomfield, CT (VC# 222472), to continuing providing Multisystemic Therapy®, an evidence-based practice designed to prevent youth from entering long-term, out-of-home care, with no change to the price limitation of \$10,964,020 and no change to the contract completion date of June 30, 2025, effective upon Governor and Council approval. 50% Federal Funds. 50% General Funds.

The original contract was approved by Governor and Council on September 15, 2021, item #6.

EXPLANATION

The purpose of this request is to increase reimbursement funding for program costs associated with Contractor staff salaries by carrying forward unspent funds from the SFY 2022 Daily Rate allotment, due to the low referral rate in SFY 2022, to allow the Contractor to increase staff.

The Contractor, despite reasonable efforts, has been unable to hire enough qualified clinical staff to provide the services to the targeted number of youth and families as specified in the original contract. Shifting a portion of the daily rate allotted funding from SFY 2022 to program costs will allow the Contractor to offer higher competitive starting salaries and incentives to attract and hire qualified staff. In addition, the ability to hire adequate qualified staff will allow the Contractor to serve a higher number of youth and families, and sustain the program's daily rate allotment. The Contractor will be fully staffed by December 31, 2022.

The Contractor will continue to provide Multisystemic Therapy® (MST) to prevent youth from entering out-of-home care, particularly long-term care. MST is an intensive treatment for troubled youth at risk of entering out-of-home care. The goal is to continue promoting pro-social behavior and reduce criminal activity, mental health symptomology, out-of-home placements, and illicit substance use in youth.

Approximately 48 youth between 12 and 18 years of age who present with significant externalizing behavioral health needs impacting the family, school, work, community domains, and who reside in a family setting will be served in State Fiscal Year 2023.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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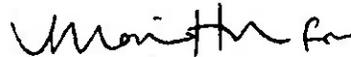
Should the Governor and Council not authorize this request, the Department will be unable to provide the evidence-based services that are critical to supporting New Hampshire youth and families by identifying and working on the causes of delinquent and antisocial conduct. This initiative continues to be a top priority for the Department as it is considered a more effective and just way to support our youth and positively impact our communities.

Area served: Statewide

Source of Funds: CFDA 93.658, FAIN 2101NHFOST

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 Multisystemic Therapy (MST) for NH DCYF contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Solutions, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 15, 2021, (Item #6), 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 modify the payment terms 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 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
2. Modify Exhibit B, Scope of Services, Section 2. Statement of work, Subsection 2.5. Staffing, training, and supervision, by adding Paragraph 2.5.10, to read:
2.5.10 The Contractor must ensure the MST Program Manager participates in meetings with the Department on a weekly basis, or as otherwise requested by the Department.
3. Modify Exhibit B, Scope of Services, Section 2. Statement of work, Subsection 2.5. Staffing, training, and supervision, by adding, Paragraph 2.5.11, to read:
2.5.11 The Contractor must ensure the MST Area Manager and Program Manager participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
4. Modify Exhibit C, Payment Terms, Section 4. Initial Program Cost Reimbursement, Subsection 4.1, to read:
4.1. Payment for program costs necessary to provide the services as specified in Exhibit B, Scope of Services, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, in Exhibit C-1, Budget and Exhibit C-2, Budget – Amendment #1, for an amount not to exceed \$1,158,521.
5. Modify Exhibit C, Payment Terms, Section 5. Daily Rate, Subsection 5.3, to read:
5.3 Maximum allotment for daily rate expenditure by State Fiscal Year (SFY) is as follows:

SFY 2022:	\$1,293,932
SFY 2023:	\$2,837,189
SFY 2024:	\$2,837,189
<u>SFY 2025:</u>	<u>\$2,837,189</u>
Total Daily Rate Expenditures:	\$9,805,499

6. Add Exhibit C-2, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

DS
FJM

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

10/18/2022

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

Name: Joseph E. Ribsam, Jr.

Title: Director

Community Solutions, Inc.

10/17/2022

Date

DocuSigned by:

Fernando J. Muñiz

Name: Fernando J. Muñiz

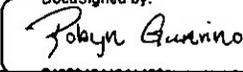
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

10/18/2022

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 Complete one budget form for each budget period. Contractor Name: <u>Community Solutions, Inc.</u> Budget Request for: <u>Multisystemic Therapy (MST) for NH DCYF</u> Budget Period <u>G&C Approval Date - June 30, 2023 (SFY23)</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$404,861
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$58,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$8,300
8. (c) Other - Other (specify below)	
<i>Other - MST Program Development and License Fee</i>	\$78,000
<i>Other - Rent and Utilities</i>	\$36,000
<i>Other - Insurance</i>	\$11,075
<i>Other - Telephone, Computer Software and Service</i>	\$20,000
9. Subrecipient Contracts	\$0
Total Direct Costs	\$616,236
Total Indirect Costs	\$61,624
TOTAL	\$677,860

Contractor Initials DS
FM
 Date 10/17/2022

BT-1.0

Exhibit C-2, Budget - Amendment #1

RFP-2021-DCYF-04-MULTI-01-A01

Contractor Initials DS
FJM
Date 10/17/2022

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 COMMUNITY SOLUTIONS INC. is a Connecticut Nonprofit Corporation registered to transact business in New Hampshire on February 01, 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: 861857

Certificate Number: 0005882669



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of October A.D. 2022.

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

David M. Scanlan
Secretary of State.

CERTIFICATE OF AUTHORITY

I, Alicia Davis, 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 Community Solutions, 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 January 27, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

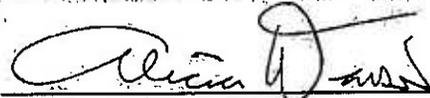
VOTED: That Fernando J Muniz, Marlene S Thomas, and Jennifer Shortridge (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 10-12-22



Signature of Elected Officer

Name: Alicia Davis

Title: Board Secretary



CSI Mission Statement

To positively impact the lives of our clients and their communities by providing services that facilitate skill development, enhance responsible citizenship, and increase overall well-being.

COMMUNITY SOLUTIONS, INC.

Independent Auditors' Report
Financial Statements

June 30, 2021 and 2020



ASSURANCE | ADVISORY | TAX | TECHNOLOGY

COMMUNITY SOLUTIONS, INC.

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June 30, 2021 and 2020

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Solutions, Inc.

We have audited the accompanying consolidated financial statements of Community Solutions, Inc., which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Solutions, Inc., as of June 30, 2021 and 2020, 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.

Whittlesey PC

Hartford, Connecticut
October 28, 2021

COMMUNITY SOLUTIONS, INC.

Consolidated Statements of Financial Position

June 30, 2021 and 2020

	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 3,685,148	\$ 3,990,633
Grants and accounts receivable, net of allowance of \$58,842 and \$23,015, respectively	3,998,687	4,431,337
Prepaid expenses and other assets	277,107	284,794
Investments	13,124,302	10,582,853
Total current assets	21,085,244	19,289,617
Property and equipment, net	10,230,751	10,371,150
Security deposits	84,151	100,810
Total assets	\$ 31,400,146	\$ 29,761,577
Liabilities and net assets		
Current liabilities:		
Accounts payable and accrued expenses	\$ 2,755,008	\$ 2,198,333
Deferred revenue	1,572,869	1,371,202
Obligations under capital leases, current portion	1,170,462	430,130
Long-term debt, current portion	13,335	12,426
Total current liabilities	5,511,674	4,012,091
Long-term liabilities:		
Obligations under capital leases, less current portion	5,198,724	6,462,576
Long-term debt, less current portion	428,784	443,142
Refundable advances (PPP and HHS)	1,101,156	4,593,800
Total long-term liabilities	6,728,664	11,499,518
Total liabilities	12,240,338	15,511,609
Net assets:		
Without donor restrictions	19,057,796	14,126,010
With donor restrictions	102,012	123,958
Total net assets	19,159,808	14,249,968
Total liabilities and net assets	\$ 31,400,146	\$ 29,761,577

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

COMMUNITY SOLUTIONS, INC.

Consolidated Statements of Activities

For the years ended June 30, 2021 and 2020

	2021	2020
<i>Change in net assets without donor restrictions</i>		
Program support and revenue		
Fees and grants from governmental agencies	\$ 28,699,013	\$ 28,978,245
Third party reimbursements	1,656,011	1,349,951
Training and consulting revenue	606,535	664,717
Resident subsistence	263,822	328,212
School lunch revenue	23,616	16,065
Total program support and revenue	31,248,997	31,337,190
Program expenses		
Direct program expenses	28,034,487	28,273,021
Administrative and general expenses	5,161,076	5,237,617
Total expenses	33,195,563	33,510,638
Change in net assets without donor restrictions before other revenue/(expenses)	(1,946,566)	(2,173,448)
Other revenue/(expenses)		
Paycheck protection program	4,593,800	-
Investment income, net	2,374,031	451,500
Loss on sales of buildings	(118,496)	(98,859)
Other revenue	118,661	5,407
Other expenses	(128,757)	(37,109)
Contribution expense	(100,000)	(100,000)
Net assets released from program and time restrictions	139,112	139,093
Other revenue/(expenses), net	6,878,351	360,032
Change in net assets before merger	4,931,785	(1,813,416)
Net assets transferred resulting from merger		1,326,310
Change in net assets without donor restrictions	4,931,785	(487,106)
<i>Change in net assets with donor restrictions</i>		
Contributions	117,167	203,578
Net assets released from program and time restrictions	(139,112)	(139,093)
Change in net assets with donor restrictions	(21,945)	64,485
Change in net assets	4,909,840	(422,621)
Net assets, beginning of year	14,249,968	14,672,589
Net assets, end of year	\$ 19,159,808	\$ 14,249,968

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

COMMUNITY SOLUTIONS, INC.

Consolidated Statements of Functional Expenses

For the years ended June 30, 2021 and 2020

	2021			2020		
	Program	Administrative and General	Total	Program	Administrative and General	Total
Salaries and wages	\$ 15,474,611	\$ 3,097,049	\$ 18,571,660	\$ 16,186,404	\$ 3,152,028	\$ 19,338,432
Employee benefits	3,702,649	582,511	4,285,160	3,812,884	602,534	4,415,418
Contract services	1,450,454	461,500	1,911,954	1,166,548	384,341	1,550,889
Rental and leases	1,230,595	321,019	1,551,614	1,247,953	280,247	1,528,200
Food	845,694	185	845,879	914,098	32	914,130
Maintenance supplies and equipment	776,278	7,639	783,917	537,777	47,079	584,856
Utilities	708,013	26,930	734,943	714,507	31,672	746,179
Other	477,019	194,268	671,287	343,964	181,758	525,722
Telephone	520,868	67,862	588,730	342,438	42,371	384,809
Staff training and in-service	436,966	73,541	510,507	600,207	129,717	729,924
Property insurance	426,009	15,779	441,788	302,422	11,381	313,803
Depreciation	359,694	42,711	402,405	309,177	29,933	339,110
Equipment	268,909	94,159	363,068	224,946	172,975	397,921
Interest	362,459	-	362,459	370,674	-	370,674
Office supplies	200,205	120,925	321,130	229,147	131,705	360,852
Mileage reimbursement	179,160	2,705	181,865	247,259	8,481	255,740
Property and real estate taxes	168,179	-	168,179	171,576	-	171,576
Housekeeping	154,712	-	154,712	169,354	-	169,354
Inmate recreational services	91,762	-	91,762	58,599	-	58,599
Lab fees	77,223	-	77,223	149,026	-	149,026
Temporary help	-	73,564	73,564	-	89,381	89,381
Vehicle insurance	70,685	-	70,685	60,177	-	60,177
Vehicle expenses	60,787	-	60,787	60,494	-	60,494
Dietary non-food	57,118	-	57,118	36,888	-	36,888
Inmate training and education	49,167	-	49,167	26,528	-	26,528
Recruitment advertising	6,301	22,787	29,088	27,083	16,556	43,639
Dues, licenses and fees	-	28,339	28,339	-	25,106	25,106
Program advertising	-	3,029	3,029	-	320	320
	<u>\$ 28,155,517</u>	<u>\$ 5,236,502</u>	<u>\$ 33,392,019</u>	<u>\$ 28,310,130</u>	<u>\$ 5,337,617</u>	<u>\$ 33,647,747</u>

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

COMMUNITY SOLUTIONS, INC.

Consolidated Statements of Cash Flows

For the years ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Change in net assets (excluding merger)	\$ 4,909,840	\$ (1,748,931)
Adjustments to reconcile change in net assets to net change in cash from operating activities:		
Depreciation	402,405	339,110
Unrealized (gains)/losses in investments	(1,505,542)	339,685
Realized gains on investments	(431,928)	(307,103)
Loss on building sales	118,496	98,859
Refundable advances (PPP)	(4,593,800)	-
Changes in operating assets and liabilities:		
Grants and accounts receivable	432,650	(1,316,914)
Prepaid expenses and other assets	24,346	139,843
Accounts payable and accrued expenses	556,675	216,626
Deferred revenue	201,667	464,432
Net change in cash from operating activities	<u>114,809</u>	<u>(1,774,393)</u>
Cash flows from investing activities		
Proceeds from building sales	-	76,527
Capital expenditures	(329,073)	(368,917)
Purchases of investments	(6,826,837)	(4,227,413)
Proceeds from sales of investments	6,222,858	4,259,098
Cash transferred from merger	-	214,548
Net change in cash from investing activities	<u>(933,052)</u>	<u>(46,157)</u>
Cash flows from financing activities		
Principal payments on long-term debt	(13,449)	(6,310)
Principal payments made on capital lease obligations	(574,949)	(409,201)
Proceeds from refundable advance	1,101,156	4,593,800
Net change in cash from financing activities	<u>512,758</u>	<u>4,178,289</u>
Net change in cash and cash equivalents	(305,485)	2,357,739
Cash and cash equivalents, beginning of year	3,990,633	1,632,894
Cash and cash equivalents, end of year	<u>\$ 3,685,148</u>	<u>\$ 3,990,633</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 362,459</u>	<u>\$ 370,674</u>
Noncash investing and financing activities		
Capital lease obligation for land and buildings	<u>\$ -</u>	<u>\$ 9,266,137</u>
Additional merger information - See note 13		

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

COMMUNITY SOLUTIONS, INC.

Notes to the Consolidated Financial Statements

For the years ended June 30, 2021 and 2020

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization's activities - The financial statements include the accounts of Community Solutions, Inc. ("CSI") and Collins Group, Inc. (collectively referred to as the "Organization"). All significant intercompany transactions have been eliminated in consolidation.

CSI is a private, not-for-profit, community-based provider of comprehensive services to criminal justice, juvenile justice and child welfare clients in several states including California, Connecticut, Delaware, Georgia, Kansas, Louisiana, Maryland, New Jersey, New York, Pennsylvania, Rhode Island, and Utah as well as Canada. CSI operates federally funded programs in Connecticut and Delaware.

Collins Group, Inc. is a private, not-for-profit organization that owns and operates commercial real estate and equipment for CSI.

Effective December 31, 2019, the Organization entered into a Merger Agreement with Living in Safe Alternatives, Inc. ("LISA"), a Connecticut nonstock corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Effective January 1, 2020, the Organization merged its operations and financial activity with LISA.

Basis of presentation - The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The financial statements report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions - Net assets that are not subject to explicit donor-imposed stipulations. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Directors.

Net assets with donor restrictions - Net assets whose use by the Organization are subject to either explicit donor-imposed stipulations or by operation of law that can be fulfilled by actions of the Organization or that expire by the passage of time.

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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Tax exempt status - The Internal Revenue Service ("IRS") has ruled that CSI and Collins Group, Inc. are exempt from federal income taxes as not-for-profit organizations under Section 501(c)(3) of the Internal Revenue Code.

Cash equivalents - Cash equivalents include all highly liquid short-term instruments with an original maturity of three months or less when acquired.

Investments - The Organization reports investments at their fair values and reflects any gains or losses in the consolidated statements of activities. Gains and losses are recorded without donor restrictions unless restricted by donor stipulation or law.

NOTE 1 - BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Grants and accounts receivable - Receivables arising from per diem contracts and cost reimbursement grants made by various funding agencies and third party payers are stated net of an allowance for doubtful accounts. Allowances for receivables are determined by management based on an assessment of their collectability. Management considers past history, current economic conditions and overall viability of the third party when determining the need for an allowance. Receivables are written off only when management believes amounts will not be collected. Receivables are considered past due based on the invoice date.

Property and equipment - Capital assets purchased with funds received from some state contracts are expensed in the year acquired and are charged to the program benefited. Title to the equipment remains with the funding agency and the property reverts to that agency at the termination of the program. An annual schedule of equipment purchased is provided to the agencies.

The Organization capitalizes all expenditures for property and equipment in excess of \$2,500 and having a useful life of greater than three years. Purchased property and equipment are carried at cost. Donated property and equipment are carried at the approximate fair value at the date of donation. Depreciation of property and equipment is charged against income over the estimated useful lives of the assets, using the straight-line method. Leasehold improvements are amortized over the shorter of the useful life or the lease term. Estimated lives for financial reporting purposes are as follows:

Buildings and renovations	7 - 40 years
Leasehold improvements and land improvements	7 - 40 years
Equipment and furnishings	3 - 10 years
Vehicles	5 years

Expenditures for repairs and maintenance are charged to expenses as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts, and any resulting gain or loss is reflected in the consolidated statements of activities.

Functional allocation of expenses - Expenses incurred in connection with the Organization's operations have been summarized on a functional basis in the consolidated statements of functional expenses. All payroll and benefit expenses are allocated based on approved percentage allocation. Rent and building allocations are based on square footage as a percentage of the facility, and the number of client or full time employees reported to that facility. Expenses that are incurred at the central office locations in Bloomfield, CT that relate to the running of all programs are allocated based on each program's percentage share of total program expenses. Shared food service is allocated based on weighted average of budgeted meals, using Federal Child and Adult Care Food Program meal reimbursement rates for breakfast lunch and dinner.

NOTE 1 - BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition -

Fees and grants from governmental agencies - Grants may be considered exchange transactions or a conditional/unconditional promise to give. The Organization recognizes grants deemed to be exchange transactions when earned. Grants considered to be unconditional promises to give are recognized when awarded. Grants considered to be conditional promises to give, that is, those with a measurable performance or other barriers and right of return, are recognized when the condition is met. Failure to fulfill the conditions could result in the return of funds to the grantor. When an unconditional promise to give is received, the performance obligations are considered to be met. The Organization recognizes grants to the extent that eligible grant costs are incurred. Per diem contract revenue is recognized when a unit of service is provided. Deferred revenue represents grant advances and other revenue which exceeds eligible costs incurred. With certain fee for service contracts, the Organization is allowed to retain a portion of unspent funds received. Included in the consolidated statements of financial position is deferred revenue related to grants and contracts in which \$806,908 and \$285,087 is expected to be earned by the Organization when future obligations are met as of June 30, 2021 and 2020, respectively. Also included in deferred revenue are unused grant funds of \$181,421 and \$503,315 as of June 30, 2021 and 2020, respectively, to be repaid to various state agencies.

Expenditures charged to contracts are subject to audit by various federal and state agencies. The expenditures reported for the years ended June 30, 2021 and 2020 have not been audited by the respective funding agencies.

Third party reimbursements - The contractual relationships with clients involves a third-party payor Medicaid, and the transaction prices for the services provided are dependent upon the terms negotiated with the third-party payors. Treatment program fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing services.

The Organization determines transaction prices based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors and discounts provided to uninsured patients in accordance with the Organization's policy. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. Agreements with third-party payors provide for payments at amounts less than established charges. The contracts the Organization has with third-party payors also provide for retroactive audit and review of claims. Settlements with third-party payors for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care.

These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that 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. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations.

Resident subsistence - Certain residents of the Organization are required to remit 25% to 35% of their earnings to the Organization as subsistence. For some of the Department of Correction's residents, 3% of the subsistence collected is devoted to the victim's compensation fund.

NOTE 1 - BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

School lunch revenue - Revenue generated from school lunch programs and training and consulting classes are offered by the Organization for a fee. The proceeds from registration and sponsorship of events are recognized as revenue at a point in time, at the end of the month the program is held, when the performance obligation is satisfied in the form of goods, services or benefits related to the programs being provided. Amounts received in advance for programs are recorded as fees paid in advance when received and recognized as revenue when the meeting takes place. In the event of a program cancellation, refunds to attendees and sponsors are evaluated on a case by case basis.

Contributions - All contributions are considered to be available for unrestricted use 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 support with donor restrictions that increases net assets with donor restrictions. When a donor 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 consolidated statements of activities as net assets released from restrictions. Conditional contributions – that is, those with a measurable performance or other barrier and a right of return – are not recognized as revenue until the conditions on which they depend are substantially met.

NOTE 2 – LIQUIDITY AND AVAILABILITY

The Organization's financial assets available to meet general expenditures over the next twelve months are as follows at June 30:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	\$ 3,685,148	\$ 3,990,633
Grants and accounts receivable	3,998,687	4,431,337
Investments	13,124,302	10,582,853
Total financial assets	<u>20,808,137</u>	<u>19,004,823</u>
Less amounts not available to be used within one year:		
Investments set aside for long-term use	12,699,660	10,185,912
Donor restricted funds	<u>102,012</u>	<u>123,958</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 8,006,465</u>	<u>\$ 8,694,953</u>

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures and other obligations become due. The Organization defines general expenditures as those expenses related to administration of its programs including but not limited to salaries, employee benefits, rent, supplies, professional services and equipment. These expenses are included in the Organization's annual budget. Any costs over the budgeted expenses would be discussed with the Chief Executive Officer of the Organization and a budget revision would be submitted to the Board if the overage were substantial enough or would negatively impact the overall budget.

NOTE 2 – LIQUIDITY AND AVAILABILITY (CONTINUED)

The Board of Directors has adopted and periodically reviews Investment, Reserve and Finance and Control policies to stipulate goals and controls for maintaining financial assets and guidelines for investing excess cash when available.

With the Board of Directors' approval, up to 4% of the average investment balance over the past 5 years can be withdrawn and used for operations on an annual basis.

NOTE 3 - CONCENTRATIONS

Concentration of credit risk - Financial instruments which potentially subject the Organization to concentrations of credit risk consist primarily of cash, cash equivalents, investments and receivables.

The Organization invests in various investment securities. Accordingly, the value of the investment securities can fluctuate due to interest rates, reinvestment, credit and other risks depending on the nature of the specific investment. Therefore, it is at least reasonably possible that these factors will result in changes in the value of the Organization's investments which could materially affect amounts reported in the consolidated financial statements.

Concentrations of credit risk with respect to grants and accounts receivable are limited to contractual agreements with various federal and state agencies.

Funding source concentrations - The following agencies provided over 10% of the Organization's total support and revenue for the years ended June 30:

	2021	2020
Connecticut Department of Corrections	\$ 8,025,138	\$ 8,022,582
Connecticut Court Support Services Division	5,262,320	5,333,744
Federal Bureau of Prisons	4,871,570	3,795,177
California Counties of Santa Barbara and Santa Maria	3,281,497	3,228,637
Georgia Department of Juvenile Justice	1,888,807	2,404,340
	<u>\$ 23,329,332</u>	<u>\$ 22,784,480</u>

NOTE 4 - INVESTMENTS

Included in the Organization's investments are mutual fund assets in the amount of \$481,280 and \$313,862 as of June 30, 2021 and 2020, respectively, related to the Organization's 457(b) deferred compensation plan.

Investment income was comprised of the following for the years ended June 30:

	2021	2020
Dividends and interest	\$ 478,299	\$ 519,990
Realized gains	431,928	307,139
Unrealized (losses)/gains	1,505,542	(339,685)
	<u>2,415,769</u>	<u>487,444</u>
Investment expenses	(41,738)	(35,944)
Investment income, net	<u>\$ 2,374,031</u>	<u>\$ 451,500</u>

NOTE 5 - FAIR VALUE MEASUREMENTS

Financial assets and liabilities are valued based on 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. A fair value hierarchy that prioritizes observable and unobservable inputs is used to measure fair value into three broad levels is described in this footnote.

- Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in inactive markets or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated with observable market data.
- Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as consider counterparty credit risk in its assessment of fair value.

Financial assets and liabilities carried at fair value are classified as follows as of June 30:

	2021			
	Level 1	Level 2	Level 3	Total
Short-term investments	\$ 1,288,869	\$ -	\$ -	\$ 1,288,869
Mutual funds	10,982,379	-	-	10,982,379
Alternative strategies	-	-	713,906	713,906
Beneficial interest in assets held at Community Foundation	-	-	139,148	139,148
Total	\$ 12,271,248	\$ -	\$ 853,054	\$ 13,124,302
Liabilities under deferred annuity payable	\$ -	\$ 488,276	\$ -	\$ 488,276
	2020			
	Level 1	Level 2	Level 3	Total
Short-term investments	\$ 866,930	\$ -	\$ -	\$ 866,930
Mutual funds	8,868,121	-	-	8,868,121
Alternative strategies	-	-	739,390	739,390
Beneficial interest in assets held at Community Foundation	-	-	108,412	108,412
Total	\$ 9,735,051	\$ -	\$ 847,802	\$ 10,582,853
Liabilities under deferred annuity payable	\$ -	\$ 359,858	\$ -	\$ 359,858

The cost basis of short-term investments approximates its fair value.

NOTE 5 - FAIR VALUE MEASUREMENTS (CONTINUED)

Mutual funds, consisting of equities and exchange-traded funds, are listed on a national securities exchange or reported on the NASDAQ national market and are valued at their last sales price on the measurement date.

The deferred annuity payable is valued based on the value of the corresponding mutual funds.

Investments in alternative strategies consist of generally illiquid investments whose values have been provided by the management, administrator or sponsor of each program and represent their estimate of the value of the investor's participation in the program. The following table sets forth a summary of changes in the fair value of the Organization's Level 3 assets for the year ended June 30:

	<u>2021</u>	<u>2020</u>
Balance, beginning of year	\$ 847,802	\$ 757,616
Transfer from merger	-	114,053
Unrealized gain/(loss)	5,252	(23,867)
Balance, end of year	<u>\$ 853,054</u>	<u>\$ 847,802</u>

NOTE 6 - FIXED ASSETS

A schedule of fixed assets is as follows as of June 30:

	<u>2021</u>	<u>2020</u>
Property and equipment, at cost:		
Buildings and renovations	\$ 8,216,496	\$ 8,228,411
Leasehold improvements	2,116,733	1,866,885
Equipment and furnishings	862,260	844,824
Vehicles	216,305	217,403
Land improvements	228,797	228,797
	<u>11,640,591</u>	<u>11,386,320</u>
Less accumulated depreciation	(3,109,218)	(2,706,813)
	<u>8,531,373</u>	<u>8,679,507</u>
Land	1,691,642	1,691,643
Construction-in-progress	7,736	-
Property and equipment, net	<u>\$ 10,230,751</u>	<u>\$ 10,371,150</u>

NOTE 7 - LONG-TERM DEBT

Collins Group, Inc. acquired a mortgage payable with Liberty Bank through the merger with LISA bearing interest at 6.37% and secured by property located in Meriden, Connecticut. Monthly principal and interest repayments are due in the amount of \$3,530 plus an escrow deposit of \$920 through November 1, 2038. Scheduled principal payments are as follows:

For the year ending June 30, 2022	\$	13,335
2023		14,223
2024		15,169
2025		16,106
2026		17,250
Thereafter		366,036
	\$	<u>442,119</u>

NOTE 8 - REFUNDABLE ADVANCE (PPP AND HHS)

During April 2020, the Organization received approval for a Small Business Administration ("SBA") Paycheck Protection Program ("PPP") loan in the amount of \$4,593,800. Under the PPP, funds are forgivable if utilized for qualified expenditures according to the program criteria incurred over a period of eight to twenty-four weeks following the date of funding. To qualify for forgiveness, the funding must be spent on eligible payroll expenses, and other eligible expenditures (not to exceed 40%), such as rent and utilities. As outlined by the SBA, any unforgiven balance must be repaid over two years at an annual interest rate of 1% with an initial deferment period of ten months from the end of the covered period (as defined). The PPP funds are reflected as a refundable advance in the consolidated statements of financial position as of June 30, 2020. The Organization submitted an application to receive full forgiveness on the loan during the year ended June 30, 2021. Management believes they met all requirements to receive full forgiveness, and recognized revenue of \$4,593,800 for the year ended June 30, 2021. On July 8, 2021, the Organization received confirmation that the full amount of the loan was forgiven.

During November and December 2020, the Organization received \$1,101,156 of provider relief funds from the Department of Health and Human Services ("HHS Funds") due to the COVID-19 pandemic. The HHS funds are reflected as a refundable advance in the consolidated statements of financial position as of June 30, 2021.

NOTE 9 - LINE OF CREDIT

CSI has an agreement with Berkshire Bank for a revolving line of credit which provides borrowings up to a maximum of \$1,500,000 through February 27, 2022, with annual renewals. Borrowings under the line bear interest at the prime rate (3.25% at June 30, 2021 and 2020) and are collateralized by all real and personal property of CSI. There were no outstanding balances on the line of credit at June 30, 2021 and 2020.

NOTE 10 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are comprised of contributions restricted by donors for funding the following programs as of June 30:

	2021	2020
Baltimore, Maryland MTFC	\$ -	\$ 27,604
Other programs	74,812	94,704
Annual golf tournament	27,200	1,650
	<u>\$ 102,012</u>	<u>\$ 123,958</u>

NOTE 10 - NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Net assets released from time and purpose restrictions for the year ended June 30 were as follows:

	2021	2020
Baltimore, Maryland MTFC	\$ 27,604	\$ -
Other programs	109,858	132,293
Annual golf tournament	1,650	6,800
	<u>\$ 139,112</u>	<u>\$ 139,093</u>

NOTE 11 - LEASE AGREEMENTS

Operating Leases - The Organization leases facilities in the states of California, Connecticut, Georgia, Kansas, Maryland, New Jersey, New York and Pennsylvania. These facilities are primarily used for programs. In addition, the Organization leases a facility in Connecticut for administration.

The Organization leases certain equipment and is generally responsible for their maintenance and insurance. These leases expire at various dates. Total lease expense for equipment was approximately \$100,000 and \$103,000 for the years ended June 30, 2021 and 2020, respectively.

Future minimum lease payments due under operating leases in each of the five years subsequent to June 30, 2021 are as follows:

	Real Estate	Equipment	Total
For the year ending June 30, 2022	\$ 1,117,129	\$ 38,127	\$ 1,155,256
2023	715,895	13,556	729,451
2024	549,393	3,642	553,035
2025	417,084	-	417,084
2026	106,070	-	106,070
Thereafter	636,425	-	636,425
	<u>\$ 3,541,996</u>	<u>\$ 55,325</u>	<u>\$ 3,597,321</u>

Capital Leases - The Organization entered into 25 year lease agreements for the use of land and buildings in Hartford, Connecticut, Bloomfield, Connecticut, Waterbury, Connecticut, New Haven, Connecticut, and South Windsor, Connecticut, which have been included in property and equipment as of July 1, 2019. At the end of each lease, the deed for each property will be donated to the Organization. The leases for the Hartford, Bloomfield, Waterbury, New Haven, and South Windsor properties call for monthly payments which total \$63,750 and consist of principal and interest at 5%.

The following is an analysis of the leased property included in property and equipment at June 30:

	2021	2020
Land	\$ 1,212,525	\$ 1,212,526
Buildings	5,343,451	5,410,518
	6,555,976	6,623,044
Less accumulated depreciation	(352,933)	(169,079)
	<u>\$ 6,203,043</u>	<u>\$ 6,453,965</u>

NOTE 11 - LEASE AGREEMENTS (CONTINUED)

The following is a schedule of future annual payments required under this capital lease:

For the year ending June 30, 2022	\$ 1,444,508
2023	660,996
2024	660,996
2025	660,996
2026	660,996
Thereafter	<u>3,965,976</u>
Total minimum lease payment	8,054,468
Less amount representing interest	<u>1,685,282</u>
Present value of capital lease obligation	<u>\$ 6,369,186</u>

NOTE 12 - RETIREMENT PLANS

The Organization maintains a 401(k) profit-sharing plan and a tax-sheltered annuity plan covering all employees of the Organization who satisfy the eligibility requirements. An employee is immediately eligible for participation in the plan. The Organization matches 100% of participant 401(k) contributions up to 4% of compensation. Employer contributions are fully vested after five years of service.

The Organization maintains a nonqualified deferred compensation plan for eligible employees. Benefit payments to a participant or beneficiary are made according to the manner and method of payment, as elected in a participation agreement provided within the plan.

The Organization's total retirement expense for the years ended June 30, 2021 and 2020 was \$416,858 and \$422,048, respectively.

NOTE 13 - MERGER

The assets, liabilities, and net assets of LISA on January 1, 2020 were merged into the Organization as follows:

Assets	
Cash and cash equivalents	\$ 214,548
Accounts receivable	170,846
Mortgage escrow	2,650
Beneficial interest in assets held at community foundation	114,053
Property and equipment, net	1,289,283
Other assets	188,408
Total assets	<u>\$ 1,979,788</u>
 Liabilities and net assets	
Accounts payable	\$ 45,520
Accrued salaries and wages	67,387
Deferred revenue	71,835
Notes payable	461,878
Other liabilities	6,858
Total liabilities	<u>653,478</u>
Net assets	<u>1,326,310</u>
Total liabilities and net assets	<u>\$ 1,979,788</u>

NOTE 14 - RISK AND UNCERTAINTIES

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus ("COVID-19") as a pandemic. COVID-19 has caused significant disruption in the national and global economy. The Association's operating activities, liquidity, and cash flows may be adversely affected by this global pandemic. Therefore, while the Organization expects this matter to negatively impact the business, the related financial impact cannot be reasonably estimated at this time.

NOTE 15 - SUBSEQUENT EVENTS

The Organization monitored and evaluated any subsequent events for footnote disclosures or adjustments required in its June 30, 2021 financial statements through October 28, 2021, the date on which financial statements were available to be issued.

On July 29, 2021, the Organization sold a building located at 84 Norton Street in New Haven, CT. There was no gain or loss recorded on the sale as an impairment charge was recognized during the year ended June 30, 2021.

Headquarters

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Hartford, CT 06103
860.522.3111

One Hamden Center

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Hamden, CT 06518
203.397.2525

14 Bobala Road, 3rd Floor
Holyoke, MA 01040
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**COMMUNITY SOLUTIONS, INC.
BOARD OF DIRECTORS**

Updated 10/12/22

TITLE	BUSINESS ADDRESS
<p>Jessica A. Chiavara</p> <p>Elected - July 2021 Term Expiration - 2024</p>	<p>Counsel, Eversource Energy 780 N Commercial Street Manchester, NH 03101</p> <p>jessica.chiavara@eversource.com</p>
<p>TREASURER Bob Corjulo</p> <p>Executive Committee Development Committee Investment Committee Term Expiration - 2023</p>	<p>CEO Physicians Risk Management, LLC.</p> <p>860-384-9664 rcorjulo@physiciansriskmgmt.com</p>
<p>Joel Davidson, AIA, NCARB, LEED AP, BD+C</p> <p>Term Expiration - 2024</p>	<p><i>Design Project Manager, Downstate Planning, Design & Quality Assurance</i> DASNY One Penn Plaza, FL 52 New York, NY 10119 Tel: 212-273-5048 Cell: 518-703-0135 jdavidso@dasny.org</p>
<p>BOARD SECRETARY Alicia Davis</p> <p>Executive Committee Chair, Governance Committee Term Expiration - Jan 2023</p>	<p>Transformative Leadership Strategies PO Box 370552 West Hartford, CT 06137 alicia.davis@tlstransforms.com</p>
<p>BOARD CHAIR William J. Fiocchetta</p> <p>Member All Committees Term Expiration - 2023</p>	<p><i>Retired</i> CEO, Mercy Community Health, Inc. 2021 Albany Avenue West Hartford, CT 06117-2796</p>
<p>Li Na S. Goins, CCP, SCP</p> <p>HR Committee Elected October, 2018 Term Expiration - 2025</p>	<p><i>Senior Consultant, Client Services</i> impactHR, LLC 9881 Broken Land Parkway Columbia, MD 21046</p>
<p>Shirene Hazel</p> <p>Term Expiration - 2024</p> <p align="right">Affiliations:</p>	<p>Berkshire Hathaway Home Services 142 North Main Street Southington, CT 06489 860-276-6821 shirenehazel@bhhsNE.com</p> <p>Southington Chamber of Commerce</p>

TITLE	BUSINESS ADDRESS
BOARD VICE CHAIR Christopher Leigh Executive Committee Chair, Development Committee Elected January, 2019 Term Expiration - 2023	<i>Director and Chief Information Security Officer</i> Eversource 107 Selden Street Berlin CT 06037-1616 Tel: 860-665-3477
Karina Jimenez Lewis Elected 6/28/18 Term Expiration - 2024	<i>Associate Director, Policy Reform & Advocacy</i> The Annie E. Casey Foundation 701 St. Paul Street Baltimore, MD 21202 Tel: 860-995-6957 klewis@aecf.org

FERNANDO J. MUÑIZ, MPA

• fmuniz@csimail.org

SUMMARY

Results-oriented leader with over twenty years of experience in public administration, child welfare, juvenile justice and advocacy. Successfully managed state-wide projects and divisions in a child welfare agency with 3,400 staff and an \$800 million annual operating budget. Named one of the "Top 40 Under Forty" by the Hartford Business Journal in 2009. Graduate of the Annie E. Casey Foundation Elm City Fellowship for Children and Families in 2010.

PROFESSIONAL EXPERIENCE

Community Solutions, Inc. · Bloomfield, Connecticut

Chief Executive Officer, December 2017 - Present

- Provide executive leadership for \$32 million agency with over 50 juvenile justice, criminal justice and child welfare programs in 11 states
- Responsible for direct supervision of the Executive Leadership team and provide general oversight of over 450 employees
- Partners with the board and staff to develop and implement a strategic vision for the agency

Department of Children and Families · Hartford, Connecticut

Deputy Commissioner, June 2013 – December 2017

- Oversaw the Department's administrative functions including Fiscal Services, Human Resources, the Academy for Workforce Development and Information Systems
- Shifted the Department's service array by moving over \$80 million from congregate care programs and reinvesting \$63 million into community-based services
- Lead the strategic planning process for the closure of the Connecticut Juvenile Training School
- Served as the Department's point person on the Exit Plan from the Juan F. Consent Decree.

Chief of Quality and Planning, February 2011 – June 2013

- Responsible for the quality improvement system, including the Administrative Case Review (ACR) Division, Office for Research and Evaluation (ORE) and the Office of the Ombudsman
- Oversaw the 24-hour Careline, which receives 50,000 reports of abuse and neglect annually
- Co-chaired the Department's Change Management Committee, which was responsible for coordinating the implementation of state-wide practice change initiatives

Program Director, Division of Planning and Best Practices, March 2007 – February 2011

- Successfully coordinated the state's 2008 Child & Family Service Review (CFSR) and development of the Program Improvement Plan (PIP)
- Implemented the Connecticut Comprehensive Outcomes Review (CCOR), the Department's internal qualitative case review system modeled on the federal CFSR
- Developed the Department's Practice Model to address deficiencies in social work practice identified during the 2008 CFSR

Executive Assistant, Office of the Commissioner, December 2005 – February 2007

- Responsible for the statewide Runaways Task Force and other policy improvement initiatives
- Served as interim Chief of Staff of the Solnit Children's Center during a leadership transition and developed the 2007-2009 Riverview Strategic Plan
- Represented the Commissioner at various committees, including the State Advisory Council

FERNANDO J. MUÑIZ, MPA (page 2)

Connecticut Juvenile Justice Alliance · Bridgeport, Connecticut

Executive Director, February 2004 – December 2005

- Responsible for management of statewide coalition of juvenile justice advocates
- Successfully implemented the organization's first strategic plan and managed multiple public policy campaigns advocating for improvements to the juvenile justice system
- Responsible for fundraising and financial management

ASPIRA of Connecticut · Bridgeport, Connecticut

Deputy Director, February 2001 – February 2004

- Assisted Executive Director in management of state-wide leadership programs for Latino youth
- Responsible for internal operations of agency, including financial management, strategic planning and human resources management
- Served as the program director for the agency's AmeriCorps program

Communities in Action · Stamford, Connecticut

Associate Executive Director, September 1999 - February 2001

- Responsible for internal operations of agency, including fundraising and human resources
- Responsible for management of agency's regional youth programs, including a *Youth as Resources* program providing mini-grants for youth-run community service projects
- Developed a job training program for youth who were not in school, not employed and/or involved in the juvenile justice system

Regional Youth/Adult Social Action Partnership (RYASAP) · Bridgeport, Connecticut

AmeriCorps Member, November 1994 – September 1996

Youth Director, September 1996 – September 1999

- Managed youth development programs, including a regional youth-run committee representing 13 public and private high schools in an urban/suburban region
- Implemented Connecticut's first *Youth as Resources* program, which provided mini-grants for youth-run community service projects
- Responsible for a regional asset-mapping process and other community development efforts

EDUCATION

Georgetown University · Washington, DC

Center for Juvenile Justice Reform

Multi-System Integration Certificate for Public Sector Leaders

New York University · New York, New York

Robert F. Wagner Graduate School of Public Service

Master of Public Administration

Fairfield University · Fairfield, Connecticut

Bachelor of Arts, Major in Psychology

FERNANDO J. MUÑIZ, MPA (page 3)

CONSULTING AND TRAINING HIGHLIGHTS

- Worked with the *Office of Juvenile Justice and Delinquency Prevention (OJJDP)* to form the *National Youth Network*, a coalition of national youth-serving agencies that advised the Administrator of OJJDP on youth policy matters
- Presented at over 50 national and regional conferences, including the *Communities in Schools National Conference*, *National Youth Crime Prevention Conference*, *Points of Light Foundation National Conference*, and the *Voices Against Violence Congressional Summit*
- Served as a trainer for the *National Crime Prevention Council*, *Mothers Against Drunk Driving* and the *Center for Youth as Resources*

COMMITTEE MEMBERSHIPS & PROFESSIONAL AFFILIATIONS

American Society for Public Administration · 2016 – Present

Community Foundation for Greater New Haven · New Haven, CT · Board of Directors, 2020 - Present

Connecticut Community Nonprofit Alliance · Rocky Hill, CT · Board of Directors, 2018 - Present

Elm City Montessori School · New Haven, CT · Board of Trustees, 2016 - Present

National Juvenile Justice Network · Washington, DC · Co-chair of the Executive Committee; Liaison to the National Steering Committee of the Coalition for Juvenile Justice, 2004-2005

New England Association of Child Welfare Commissioners and Directors · Boston, MA · Vice-President, 2013 – 2016; President, 2016 – 2017

Progreso Latino Fund of the Community Foundation for Greater New Haven · New Haven, CT · Member of the Advisory Committee, 2011 – Present; Chairperson, 2012 – 2018

Rhode Island Coalition for Children and Families · Providence, RI · Executive Committee, 2019-Present

Southwest Community Health Center · Bridgeport, CT · Board of Directors, 2004-2006

REFERENCES AVAILABLE UPON REQUEST

CURRICULUM VITAE

SHERRY ALBERT

[REDACTED]
[REDACTED] (860) 683-7115 (office) [REDACTED]

SKILLS

- Career tenure includes managing more than 100 programs ranging from residential, out-client, home-based to Section 8 and Food Service among many others encompassing “start-ups”, operation of existing models and M&A demonstrating exceptional program growth.
- Seasoned administrator with over 30 years of experience in various disciplines of criminal justice and social services. Strong managerial skills, ability to motivate others using a strength based approach and data to inform decision making. Ability to address difficult issues in a professional, well documented manner that protects the agency and respects staff. Recognized top performer with consistent record of advancement. Proven competence in meeting a wide array of state and federal regulatory requirements, accreditation and standards of excellence.
- 26 years of management and supervisory experience with criminal justice and numerous other human service programs. Ability to tailor program design to needs of varying client groups, including youth, women and children, adults, people with substance abuse and/or mental health issues. Extensive policy, grant and proposal writing, and strategic planning ability.

EXPERIENCE

Community Solutions Inc., Windsor, CT

Chief Operating Officer, Adult & Youth Services, 2012-present

Senior management position at \$32M non-profit with programs in 10 states and Canada.

Responsibilities include supervision of Area Directors and the operation of various program models nationally including residential, out-client, and home based programs. Evidence Based Programs include Blueprint models that have been nationally recognized for excellence.

- Responsible for developing programs including budget and design to serve various populations. Key contributor to RFP, RFI, ITN and grant opportunities through each stage of the process. Agency added new business every year.
- Extensive “start-up” experience including a wide model array each requiring significant collaboration with community partners. Developed strong relationships with funders and key stakeholders to ensure programming was tailored to the local need.
- Established systems within the organization to improve data collection and established practices that support Result Based Accountability.
- Grew agency business diversifying funders, increasing services for specialized populations and adding additional Evidence Based Models.
- Responsible for Quality Assurance initiatives and assist in strategic planning and implementation.
- New program start-ups each year.

Community Solutions Inc., Windsor, CT

Vice President, Adult Services, 2002-2012

Senior management position. Responsibilities include supervision of Area Directors and some mid-level management. Responsible for over 20 programs totaling over \$18 million in revenue.

- Areas of responsibilities include all operations for residential, non-residential programs for adults, including specialized populations.
- Assist other agency divisions including Behavioral Health Services Division and Youth Services Division in absence of peer Vice Presidents and/or on special initiatives (long and short term).
- Plan, develop, and implement new program initiatives, ensure fiscal responsibility, negotiate with funders and work with area agencies and associations. Significant experience in program start up and Quality Improvement initiatives.
- Assist in developing and implementing agency strategic plan, goals, and objectives.
- New program start-ups each year.

Community Renewal Team Inc., Hartford, CT, 1990-2002

Assistant Vice President, Programs, 1997-2002

Officer/Senior Management position at \$59 million anti-poverty agency with programs in 60 towns. Responsibilities include supervision of Department Heads and mid-level managers. Responsible for more than 30 programs totaling \$25 million in revenue.

Newly created position based on previous productivity and program growth.

- Areas of responsibility include: Criminal Justice, Energy Assistance, Early Care and Education, Housing Services, Weatherization Assistance, Employment and Training, and Nutrition.
- Plan, develop, and implement new program initiatives, ensure fiscal responsibility, negotiate with funders and work with area agencies. Developed strong relationships and a reputation for excellence.
- Assist in developing and implementing agency goals and objectives. Key contributor to RFP, RFI and NOFA opportunities. Year on year growth with a 319% increase achieved.

Director of Criminal Justice Services, 1994-1997

Newly created position based on previous productivity and program growth.

- Responsible for overall supervision of community-based, residential and non-residential criminal justice programs serving adults, women and children, and juvenile populations.
- Negotiated with funder, planned, developed and implemented programming.
- Ensured fiscal responsibility, provided staff development, and successfully worked with area agencies and a large statewide network of providers.
- Supervised mid-level managers
- Year on year growth with a 253% increase achieved.

Program Manager, 1990-1994

- Responsible for implementing and operating Alternative Incarceration Programs as contracted.
- Charged with hiring, supervising and developing staff; addressed disciplinary issues as needed.
- Worked with a statewide network of providers.
- Responsible for fiscal oversight, planning and development.

- Supervised all program staff.
- Year on year growth with a 639% increase achieved.

Connecticut Halfway Houses, Inc., Hartford, CT
Case Manager Supervisor/Acting Manager, 1989-1990
Case Manager, 1988-1989

New Kent Correctional Unit, #16, Barhamsville, Virginia
Corrections Officer, 1985-1988

EDUCATION

- Bachelor of Arts, Legal Studies, University of Massachusetts, 1985
- Bachelor of Arts, Sociology, University of Massachusetts, 1985
- Certificate, Criminal Justice, University of Massachusetts, 1985

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

- Past-Board President, VP and Secretary, Connecticut Coalition to End Homelessness
- Past Secretary/Board Member, Advancing Evidence Based Practices
- Affiliate Member, Council of Juvenile Correctional Administrators
- Member, American Correctional Association
- Member, International Community Corrections Association
- Member, Association of Women Executives in Corrections
- Member, American Probation and Parole Association
- Past-Chair/Current Member, Greater Hartford Reentry Council
- Member, Bridgeport Reentry Collaborative
- Executive Committee Co-Chair/Member, The Alliance (formerly CT Non-Profits)
- "Albert Commission" Chair, DOC/Connecticut Non-Profits Task Force
- Member, CSSD/CT Non Profits Collaborative
- Member, Santa Barbara Reentry Committee
- Graduate, New England School of Addiction Studies
- Graduate, National Institute Of Corrections Executive program
- Graduate, Roger Williams Victim Assistance Academy

References available upon request

Vonetta Lambert



OBJECTIVE: To secure a position, supportive of past and present experience, that will also offer the opportunity for acquiring additional skills and growth within the company. Seeking a career in an environment that nurtures professionalism and creativity.

QUALIFICATIONS

Superior skills in overseeing Evidence Based Practices, with focus on administrative and quality assurance measures. Supervision and development of clinical and administrative staff, including supervision of Multi-systemic therapy experts. Ability to manage contracts and budgets over one million dollars. Ability to create and assist in policy changes, as well as ensure policy and procedure is met. Auditing of programs, including financial, clinical, and personnel. Evaluation and management of staff. Relationship building with stakeholders, communities, and champions. Superior written and oral communication skills. Ability to break down barriers using a strength based and positive approach.

EMPLOYMENT

2015-Present Area Director

Community Solutions, Inc.

- Supervise and monitor the daily operation of assigned Division facilities and services. Fulfill all duties of the Vice President in his/her absence. Provide overall program quality assurance through regular monitoring and auditing to ensure contractual and regulatory compliance.
- Oversee policy development, training, and compliance in all areas of Agency programs and operations. Monitor compliance in accordance with Agency mission, professional standards, regulatory agency licensing, contractual requirements and applicable zoning regulations. Act as appellant authority on client related issues as designated by the Vice President.
- Ensure targeted program utilization rates and assist Program Directors in implementing proactive and creative strategies to generate referrals.
- Orient and train new Program Directors and perform duties of Director during periods of extended vacancy.
- Assist in personnel hiring, discipline, grievance, and separations.
- Monitor Program Directors in areas of personnel policy compliance, supervision, and training.
- Ensure timeliness and content of all employee evaluations.
- Supervise Program Directors and ensure compliance/staff performance goals.
- Conduct training as necessary.
- Conduct ongoing performance supervision of assigned Program Directors.
- Conduct internal audits and monitoring visits at all facilities for quality assurance and quality improvements; monitor all external audits.

- Assist the Vice President in monitoring program budgets, overtime and all aspects of financial management.
- Ensure preventive maintenance plan and physical plant quality and recommends new projects and repairs as needed.
- Oversee Program Directors in areas of funding, referral source, and community agency relations.
- Monitor program general accountability, service quality, and admission and discharge issues and related key issues.
- Work with Vice President in community education and promotion of Agency programs and services to relevant professional agencies and associations.
- Monitor weekly, monthly, and quarterly program reports and statistical information for program accuracy and written content.
- Ensure policy compliance with regard to appropriate documentation, client services and facility operations.
- Assist Vice President in program evaluation, research, and program development.
- Maintain a working knowledge of and abide by the Agency's programs, policies, and procedures

2014-2013 Supervising Program Director **Community Solutions, Inc.**

- Provide management for all program services and operations.
- Principle areas of supervision include: personnel, policy and procedure, program development and fiscal management.

2013-2008 Clinical Supervisor/Director **Community Solutions, Inc.**

- Provide overall clinical support to the Program.
- Coordinate, train and provide ongoing clinical supervision for existing and new program services.
- Provide quality assurance for staff and clients through regular monitoring and auditing to ensure contractual and regulatory compliance.

2008-2008 MST Therapist **Community Solutions, Inc.**

- Provide community based treatment for youth and family with complex clinical, social and educational problems. Over a period of 4 – 6 months services are delivered in homes, neighborhoods, schools and communities.
- Emphasis is on promoting behavioral change in the youth's natural environment.
- Family interventions seek to promote the parent's capacity to monitor and discipline the adolescent. Initial family sessions identify the strengths and weaknesses of the youth, his family, peers, school, and other factors. Problems throughout the family are explicitly identified for change, and the strengths of each system are used to facilitate such change.

2006-2008 Master's Level Clinician **St. Mary's Home for Children**

- Master's Level Clinician responsible for providing strength based counseling and assessments of children with severe emotional disturbances.
- Preparation of client charts, creation and implementation of behavior plans, with

support for the families of the children.

- Assistance with coping functions including teaching of holistic methods in accordance with cognitive behavioral therapy for improving the quality of life for children and their families.
- Research and lecturing on specific aspects relating to the field.

1999-2006 Behavior Analyst

J.A.T Memorial Center

- Counseling, analyzing and reporting on behavioral functioning.
- Creation, modification and implementation of behavior plans.
- Evaluation of behavior with proper documentation.
- Medication administration.
- Assistance with daily functions including teaching of holistic methods for improving quality of life.
- Teaching and lecturing on specific aspects relating to the field.
- Directing clinical team in providing the best possible care for individuals with developmental and intense behavioral special needs.
- Creation of employee schedule, training of new staff and payroll. Staff development and data entry.

EDUCATION

1999-2002 Master Of Arts, Holistic Counseling. Salve Regina University

1994-1999 Bachelor Of Science, Psychology. Salve Regina University

REFERENCES

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Fernando Muñiz	Chief Executive Officer	\$230,000	6.36%	\$14,628
Sherry Albert	Chief Operation Officer	\$202,158	6.36%	\$12,857
Vonetta Lambert	Area Director	\$97,196	20.22%	\$19,653

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

Lori A. Shibanette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

August 13, 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 Children, Youth and Families, to enter into a contract with Community Solutions, Inc. (VC#TBD) Bloomfield, CT in the amount of \$10,964,020 for a new evidence-based practice designed to prevent youth from entering long-term, out-of-home care called Multisystemic Therapy (MST), with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 50% Federal Funds, 50% General Funds dependent upon eligibility of the client.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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 and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIVISION FOR CHILDRE YOUTH & FAMILIES, CHILD PROTECTION, CHILD - FAMILY SVCS

Vendor Name	SFY 2022	SFY 2023	SFY 2024	SFY 2025	Total Contract Amount
Community Solutions, Inc	\$2,452,453	\$2,837,189	\$2,837,189	\$2,837,189	\$10,964,020

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 the payment.

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIVISION FOR CHILDRE YOUTH & FAMILIES, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 637 - TITLE IV-E FOSTER CARE SERVICES - 50% FEDERAL FUNDS AND 50% GENERAL FUNDS

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIVISION FOR CHILDRE YOUTH & FAMILIES, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 644 - STATE GENERAL FUND FOR SERVICES - 100% GENERAL FUNDS

EXPLANATION

The purpose of this request is to provide Multisystemic Therapy® (MST) to prevent youth from entering out-of-home care, particularly long-term care. MST is an intensive treatment for troubled youth at risk of entering out-of-home care. The goal is to promote pro-social behavior

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

and reduce criminal activity, mental health symptomology, out-of-home placements, and illicit substance use in youth.

The population served is youth between the ages of 12 and 18 years old whom present with significant externalizing behavioral health needs impacting the family, school/work, community domains and reside in a family setting. Approximately 1,000 individuals will be served from October 1, 2021 to June 30, 2025.

Clinicians achieve their goals by working on the causes of delinquent and antisocial conduct, identifying key drivers of the behaviors through an ecological assessment of the youth, their family, and school and community. MST staff personalize interventions to address the identified drivers of each client. On average, the program lasts three to five months, and services are available 24/7, enabling timely crisis management and allowing families to choose which times will work best for them. Master's level therapists from licensed MST providers take on only a small (between 4-6) caseload at any given time so that they can be available to meet their clients' needs.

The Contractor shall be required to deliver the contract with fidelity and in compliance with the MST Services model and requirements and shall provide services to eligible youth between the ages of 12 and 18 years old who present with significant externalizing behavioral health needs impacting the family, school, work or community domains that also reside in a family setting, in order to promote pro-social behavior and reduce the following:

- Criminal activity
- Mental health symptomology
- Out of home placements
- Illicit Substance use

The Department will monitor contracted services using the following performance measures:

- 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.
- The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 1/14/2021 through 2/25/2021. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached contract, the parties have the option to extend the agreement for up to four (4) 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 DCYF will be unable to provide necessary evidence-based services to effectively support youth and families involved with juvenile justice. It will also prevent DCYF from further expanding the capacity of juvenile justice to serve more youth "in-home", which is a top priority as DCYF believes it is a more effective and just way of supporting youth and NH communities.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide

Source of Funds: CFDA 93.658, FAIN 2101NHFOST

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

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Lori A. Shibinette

Commissioner



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

Multisystemic Therapy
RFP Name

RFP-2021-DCYF-04-MULTI
RFP Number

	Becket Academy	Northeast Family Services	Community Solutions Inc.	Youth Villages
Technical				
Knowledge - 25 points	12	17	24	23
Organizational Capacity - 40 points	26	27	36	33
Performance Improvement - 25 points	15	16	24	21
Subtotal	53	60	84	77
Cost				
Cost - 10 points	7	8	8	8
Subtotal	7	8	8	8
TOTALS	60	68	92	85

Reviewer Names

1. Michael Donati
2. Samantha Morin
3. Patrick Parkinson
4. Robert Rodler
5. Richard Surette
6. Daryll Tenney

Subject: Multisystemic Therapy (MST) for NH DCYF (RFP-2021-DCYF-04-MULTI-01)

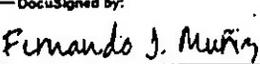
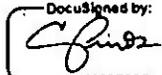
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Solutions, Inc.		1.4 Contractor Address 340 W Newberry Rd Ste B Bloomfield, CT 06002	
1.5 Contractor Phone Number (860) 683-7100	1.6 Account Number 05-095-421010-2958	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$10,964,020
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: 8/16/2021		1.12 Name and Title of Contractor Signatory Fernando J. Muñoz	
1.13 State Agency Signature DocuSigned by:  Date: 8/16/2021		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. 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: 8/17/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

DS

 Contractor Initials
 Date 8/16/2021

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 8/16/2021

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 omission of the

Contractor Initials

8/16/2021

Date

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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Contractor Initials

Date 8/16/2021

**New Hampshire Department of Health and Human Services
Multisystemic Therapy (MST) for NH DCYF**

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 four (4) additional years 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
Multisystemic Therapy (MST) for NH DCYF
EXHIBIT B**

Scope of Services

1. Key definitions

- 1.1. **Date of Referral:** Shall be defined as "the date on which the referral was made." The referral date should correspond with the "Begin date of services" indicated on the Division for Children, Youth and Families (DCYF) Service Authorization Form.
- 1.2. **Days:** Shall be defined as a complete "overnight" calendar day and shall include Saturday, Sunday, and Holidays.
- 1.3. **Face-to-Face:** Shall be defined as the first face-to-face interaction following the Date of Referral in which a provider begins working with the families to deliver Multisystemic Therapy (MST). Face-to-Face shall further be defined as in-person interactions; however, DCYF reserves the right to adjust the definition, with a thirty (30) day written or verbal notice to the Contractor agency.
- 1.4. **Open Case:** Open case shall be defined as any case opened to DCYF, including assessments and community-based/internal voluntary cases.

2. Statement of work

2.1. Program goals and geographic requirements

- 2.1.1. The Contractor shall provide on behalf of DCYF, the MST program to prevent youth from entering out-of-home care, particularly long-term care, and support youth reunification with their families.
- 2.1.2. The Contractor shall ensure services are available Statewide and have clinicians available to serve all DCYF District Offices.

2.2. Model licensure and compliance

- 2.2.1. The Contractor shall be required to deliver the contract with fidelity and in compliance with all MST model specifications and requirements
- 2.2.2. The Contractor shall provide services to only those youth eligible under MST specifications and requirements, including youth between the ages of 12 and 18 years old who present with significant externalizing behavioral health needs impacting the family, school, work or community domains that also reside in a family setting, to promote pro-social behavior and reduce the following:
 - 2.2.2.1. Out-of-home placements
 - 2.2.2.2. Delinquent activity
 - 2.2.2.3. Mental health symptomology

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EXHIBIT B**

2.2.2.4. Illicit Substance use

2.2.3. The Contractor shall obtain and maintain licensure to provide MST.

2.3. DCYF compliance, including referral standards, FFPSA, and Medicaid compliance

2.3.1. The Contractor shall provide services to all youth referred by the Department unless that youth is identified as ineligible for MST under model specifications and requirements.

2.3.1.1. Referrals shall originate from multiple sources as determined by the Department including but not limited to:

2.3.1.1.1. DCYF Community Based Voluntary Services (CBVS),

2.3.1.1.2. DCYF Juvenile Justice Services and

2.3.1.1.3. DCYF Child Protective Services

2.3.2. The Contractor shall not discharge any youth referred by the Department without following a protocol specified to by the Department.

2.3.3. The Contractor shall adhere to all specifications and requirements under compliance with NH DCYF's 5-year prevention plan (FFPSA), including but not limited to all data reporting, record keeping and retention, and fiscal compliance.

2.3.3.1. The Department will distribute associated guidance after DCYF's 5-year plan is reviewed and approved.

2.3.4. The Contractor shall be capable of (but not required to at the onset of the contract) complying with NH DCYF's Medicaid Standards within one hundred (100) days of written notice from the designated program specialist.

2.3.5. 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.

2.3.6. The Department retains the right to provide comments and mandate changes to all program policies, procedures, and documents including but not limited to, MST Goal and Guidelines document, to ensure those documents align with N.H. DCYF policy, N.H. state law, and Department needs.

2.3.7. The Department shall retain the right to establish protocols around DCYF staff and MST supervisor/clinician interactions to satisfy the needs of DCYF and N.H. courts.

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EXHIBIT B**

2.3.8. The Contractor shall make a report to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility as mandated reporters under N.H. law.

2.4. Service delivery

2.4.1. General standards for service delivery

2.4.1.1. The Contractor shall provide MST interventions to address the referral behaviors of each client.

2.4.1.2. The Contractor shall work with families for an average between three and five months.

2.4.1.3. The Contractor shall make services available 24/7 to enable timely face-to-face interaction, allowing families to choose which times will work best for them.

2.4.1.4. The Contractor shall utilize telehealth service delivery options when necessary in order to effectively address crisis management and to allow for effective response to critical incidences, and in other exigent circumstances such as weather and or state emergencies.

2.4.1.5. The Contractor shall meet with the family within three days of the referral to MST.

2.4.1.6. The Contractor shall assess the identified client using an assessment tool specified by the Department within fourteen (14) days of the referral date.

2.4.1.7. The Contractor shall build treatment plans based on identified referral behaviors/causes of delinquent and antisocial behavior.

2.4.1.8. The Contractor shall determine within thirty (30) days if the youth should transition to a longer-term higher level of care.

2.4.1.9. The Contractor shall ensure services be developed and delivered in a culturally competent manner.

2.4.1.9.1. The Contractor shall assure that their policies, practices, staff, and service delivery are sensitive and responsive to all youth and families regardless of their race, ancestry, color, age, gender, religion, marital status, disability, national origin, behavioral health disorder, sexual orientation, gender-confirming, and ability to pay.

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confirming, and ability to pay.
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2.4.1.10. The Contractor shall provide services to youth/families who are not fluent in English or a language not spoken by the therapist.

2.4.1.10.1. Providers may use organization staff or interpreters if in the adolescent/family's best interest.

2.4.1.10.2. Youth will not translate for parents or family members.

2.4.1.11. The Contractor shall utilize family engagement funding, where applicable, to facilitate purchase(s) to help the family successfully access supports and services that help promote the achievement of treatment goals.

2.4.1.12. The Contractor shall continue to work with families to prepare for the youth's return in any case in which the youth has been temporarily placed in an out-of-home care.

2.4.2. Discharge from MST

2.4.2.1. The Contractor shall develop a discharge plan, beginning at the time of admission and continuing throughout treatment.

2.4.2.2. Discharge planning shall include, but is not limited to, the following parties:

2.4.2.2.1. Youth,

2.4.2.2.2. Parents/caregivers,

2.4.2.2.3. DCYF, and

2.4.2.2.4. Other identified resources or supports.

2.4.2.3. The Contractor shall determine if the youth should be discharged from MST by utilizing the following discharge criteria:

2.4.2.3.1. Most of the overarching goals for the case have been met and sustained;

2.4.2.3.2. The youth has few significant behavioral problems;

2.4.2.3.3. The family can effectively manage any recurring problems and functions reasonably well for at least three to four weeks;

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- 2.4.2.3.4. The youth is making reasonable educational/vocational efforts, as measured by increased attendance and improved grades;
- 2.4.2.3.5. The youth is involved with pro-social peers and is not involved with, or is minimally engaged with problem peers; and
- 2.4.2.3.6. The Therapist and Supervisor feel the caregivers have demonstrated the knowledge, skills, resources, and support needed to handle subsequent problems.
- 2.4.2.4. The Contractor shall develop a plan of care and participate in case-specific team meetings and develop and implement a coordinated plan of care, including but not limited to:
 - 2.4.2.4.1. Establishing a step-down or aftercare program that is understood and supported by the family.
 - 2.4.2.4.2. Ensuring linkage with traditional and non-traditional supports and services are in place before discharge when clinically indicated by the discharge plan.
- 2.4.2.5. The Contractor shall, with the approval of the Department, be able to discharge youth from MST when the client has met a few of the Overarching Goals but for whom, despite consistent and repeated efforts by the Therapist and Clinical Supervisor to overcome the barriers to further success, the treatment has reached a point of diminishing returns for the additional time invested.
- 2.4.2.6. The Contractor shall make every effort to meet with the youth, the parent/caregiver, and other identified supports to discuss the circumstances leading to an early discharge. Discussions shall include but are not limited to:
 - 2.4.2.6.1. Reasons for the discharge,
 - 2.4.2.6.2. Steps to avoid the early discharge;
 - 2.4.2.6.3. Impact of the decision;
 - 2.4.2.6.4. Any compromises or changes needed to continue with the treatment;

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EXHIBIT B**

2.4.2.6.5. Identification and linkages to alternative treatment options,

2.4.2.6.6. Finalizing an early discharge,

2.4.3. Extending MST treatment

2.4.3.1. The Contractor shall be permitted to extend MST Services to the youth, beyond five (5) months, determinate upon a variety of factors including but not limited to:

2.4.3.1.1. What are the identified needs of this specific youth and family?

2.4.3.1.2. How do these needs weigh against the needs of youth yet to be served?

2.4.3.1.3. To what extent has the program engaged the family, and what other specific strategies could the program try to improve engagement.

2.4.3.1.4. Will the therapist need an additional investment of time/energy to move the case forward?

2.4.3.1.5. What are the projected outcomes of extended treatment time?

2.4.3.2. The Contractor shall seek and receive Department approval for any client prior to receiving an extension in the program and be reevaluated every thirty (30) days to assess continued progress.

2.4.3.2.1. Requests will be submitted and processed only by designated Department staff.

2.5. Staffing, training, and supervision

2.5.1. The Contractor shall follow all MST model requirements and protocols for staffing, hiring, and supervision:

2.5.2. The Contractor shall ensure each therapist serves a caseload of four (4) to six (6) youth at a time.

2.5.3. The Contractor shall during the initial implementation of the contract, organize their staff according to the following:

2.5.3.1. Manchester – 3 Teams (Manchester, Nashua/Derry and Concord/Laconia)

2.5.3.1.1. One (1) C.S. and four (4) MST Therapists

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- 2.5.3.1.2. An average of 66 cases
- 2.5.3.2. Dover – 1 Team (Rochester/Dover/Portsmouth/Hampton/Conway/Berlin)
 - 2.5.3.2.1. One (1) C.S. and four (4) MST Therapists
 - 2.5.3.2.2. An average of 66 cases
- 2.5.3.3. West Lebanon – 1 Team (Keene/Claremont)
 - 2.5.3.3.1. One (1) C.S. and two (2) MST Therapists
 - 2.5.3.3.2. An average of 36 cases
- 2.5.4. Following the initial implementation of this contract, The Contractor shall maintain the following staffing structure unless given prior authorization:
 - 2.5.4.1. One (1) Program Director
 - 2.5.4.2. Five (5) licensed Clinical Supervisors
 - 2.5.4.3. One (1) Licensed Clinical Liaison
 - 2.5.4.4. Sixteen (16) MST Therapists
 - 2.5.4.5. One (1) Program Coordinator
 - 2.5.4.6. One (1) Prorated portion of an Area Director position
- 2.5.5. The Contractor shall ensure clinical supervisors and therapists have extensive experience in mental health or child welfare services.
- 2.5.6. The Contractor shall incorporate adequate time for hiring during implementation to obtain staff in the following positions:
 - 2.5.6.1. MST Clinical Supervisors with extensive experience and Masters/Ph.D.-level educated mental health/child welfare professionals
 - 2.5.6.2. MST Therapists with Masters-level education and clinical experience in mental health or child welfare services, or
 - 2.5.6.3. Staff with Bachelors-level education and a minimum of five years of appropriate clinical experience in mental health or child welfare services are permitted to be members of the team
- 2.5.7. The Contractor shall ensure bachelors-level staff shall not make up more than 33% of the therapist positions of a team.
- 2.5.8. The Contractor shall ensure MST supervision takes place in a small group format (2-4 therapists) each week at a minimum of one (1)

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hour. The Contractor shall utilize team meetings for staff to discuss successes and challenges. Topics for such meetings shall include the following:

- 2.5.8.1. Roleplay in a safe setting
- 2.5.8.2. Brainstorm as a group
- 2.5.8.3. Activities to develop a cohesive bond
- 2.5.9. The Contractor shall ensure MST Clinical Supervisors and Therapists shall receive extensive training in the program model before delivering the service and on a reoccurring basis. Training shall comply with all MST model specifications and requirements, including but not limited to:
 - 2.5.9.1. Initial five-day training
 - 2.5.9.2. Ongoing quarterly (one and one-half days)
 - 2.5.9.3. Booster training sessions
 - 2.5.9.4. Ongoing weekly telephone consultation
 - 2.5.9.5. Additional available training beneficial to the staff in delivering MST. Training and conferences topics shall include but are not limited to:
 - 2.5.9.5.1. Substance use
 - 2.5.9.5.2. Juvenile justice
 - 2.5.9.5.3. Cultural competence/humility
 - 2.5.9.5.4. Adolescent development
 - 2.5.9.5.5. Engagement strategies

3. Exhibits Incorporated

- 3.1. 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.
- 3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Multisystemic Therapy (MST) for NH DCYF
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4. Reporting Requirements

4.1. The Contractor shall adhere to all Department State Office reporting requirements, which include; but are not limited to:

- 4.1.1. Data to support performance improvement,
- 4.1.2. Reports to support contract oversight and Department compliance activities (including but not limited to summaries of TAM and SAM scores or equivalent snapshots of fidelity, additional financial reporting)

4.2. The Contractor shall adhere to all Department Field Service reporting requirements, which include but are not limited to MST Weekly Summaries for JPPOs or equivalent staff

4.3. The Department reserves the right to request and the Contractor shall provide information on the following:

- 4.3.1. What families benefited from family engagement fund purchases?
- 4.3.2. How much was spent per family (both average and individual families)?
- 4.3.3. What the family engagement fund money was spent on?

4.4. The Department reserves the right to establish data reporting and deliverable requirements throughout the contract.

5. Performance Measures

5.1. The Contractor and the Department shall hold monthly provider meetings focused on performance topics, including but not limited to persistent follow-up on referrals, service completion, use of home-based services, long-term program outcomes, and equitable service delivery.

5.2. The Department shall monitor the Contractor's performance by using the following performance metrics:

Key performance metrics:	
Before the first face-to-face meeting	
•	Share of referred youth who do/do not enroll in MST (and reason for rejection)
•	Share of referred youth who receive a face-to-face within three days of referral
While enrolled in Multisystemic Therapy	
•	Share of enrolled youth who commit new offenses while enrolled in MST
•	Share of enrolled youth with technical violations filed while enrolled in MST

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<ul style="list-style-type: none"> Share of youth who are placed into shelter care/another type of short-term care while enrolled in MST
At discharge from Multisystemic Therapy
<ul style="list-style-type: none"> Share of youth who do/do not complete the program (incl. reason for non-completion)
Short-term outcomes
<ul style="list-style-type: none"> Share of youth who remain involved with JJS 3 months after discharge Share of youth with a new case opened to JJS within six months after discharge. Share of youth who enter placement within six months after discharge
Longer-term outcomes:
<ul style="list-style-type: none"> Share of youth with a case opened to JJS within 12 months of discharge Share of youth who enter any form of placement within 12 of discharge

5.3. The Department shall monitor program outputs and processes using the following output and process metrics:

- 5.3.1. # of youth currently enrolled in MST
- 5.3.2. % of MST slots currently used
- 5.3.3. # of youth who receive a warm handoff to the MST provider
- 5.3.4. % of referred youth who receive a warm handoff to the MST provider
- 5.3.5. # of referrals, including the number in the target population
- 5.3.6. % of referrals in the MST defined target population
- 5.3.7. # of enrolled youth, including the number in the defined target population
- 5.3.8. % of enrolled youth in the MST defined target population
- 5.3.9. # of days from DCYF assessment start date to referral date
- 5.3.10. # of days from referral date to the first face-to-face

5.4. The Department reserves the right to establish additional performance metrics based on program performance, Department and Contractor learning, and collaboration with the Contractor.

5.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

5.6. Per Section 4, the Contractor shall collect and share data with the Department in a format specified by the Department.

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**New Hampshire Department of Health and Human Services
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6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

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

6.2.1. 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.

6.3. Credits and Copyright Ownership

6.3.1. 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."

6.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 6.3.3.1. Brochures.
- 6.3.3.2. Resource directories.
- 6.3.3.3. Protocols or guidelines.
- 6.3.3.4. Posters.
- 6.3.3.5. Reports.

6.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7. Records

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

7.1. The Contractor shall keep records that include, but are not limited to:

7.1.1. 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.

7.1.2. 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.

7.2. 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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EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 50% Federal Funds, CFDA 93.658, FAIN 2101NHFOST, ACF
 - 1.2. 50% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a sub-recipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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) in order to receive payment from the Department.
4. Initial Program Cost Reimbursement
 - 4.1. Payment for the purpose of providing funding for initial costs necessary to initiate services required in Exhibit B, Section 2, Statement of Work shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget, and shall not exceed the amount of \$480,661.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the Department by the twenty fifth (25th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. Daily Rate
 - 5.1. For the purpose of this agreement, a daily rate will be awarded in the amount of \$90.45 per client and or family per day, of which includes family engagement funds in the amount of \$100 per family, in accordance with terms specified in Section 5.6.
 - 5.2. Payment shall be on a monthly basis and follow a process determined by the Department.
 - 5.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:

Sub-total: **\$10,483,359**

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EXHIBIT C**

Year 1: \$1,971,792.00

Year 2: \$2,837,189.00

Year 3: \$2,837,189.00

Year 4: \$2,837,189.00

- 5.4. Payment for daily rate shall be initiated two (2) months from the Contract Effective Date upon enrollment of clients, and shall follow a process determined by the Department.
- 5.5. The Contractor shall manage family engagement fund allocations in a manner consistent with Exhibit B, Scope of Work. Funds shall be awarded to the Contractor by the Department in accordance with Section 5.1, as part of the daily rate. The Contractor shall have the ability to vary the amount of family engagement funds spent to support each family to a (e.g., some families can get \$100 and others can get \$75.00 or any other amount needed to support the family).
- 5.6. The Contractor must provide a monthly expense report detailing the nature and amount of all family engagement funding expenditures that further identifies how much individual families received in family engagement funding.
- 5.7. Upon the Department's request, the contractor must provide supporting documentation of all expenses that includes, but is not limited to, receipts for purchases, credit card statements, and other supporting documentation.
- 5.8. If the Contractor is unable to provide supporting documentation for authorized expenses, the Department may recoup payments made under this section or withhold payments made under this Agreement, in whole or in part.
- 5.9. Upon the Agreement Completion Date, the Contractor shall return to the Department any unspent family engagement funds within thirty (30) days.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

**New Hampshire Department of Health and Human Services
Multisystemic Therapy (MST) for NH DCYF
EXHIBIT C**

8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. 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.
13. Audits
 - 13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. 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.
 - 13.1.2. 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.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. 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
Multisystemic Therapy (MST) for NH DCYF
EXHIBIT C**

- 13.3. 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.
- 13.4. 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

New Hampshire Department of Health and Human Services

Contractor Name: Community Solutions, Inc.

Project Title: Multisystemic Therapy

Budget Period: July 1, 2021 to June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 251,818.00	\$ -	\$ 251,818.00	\$ -	\$ -	\$ -	\$ 251,818.00	\$ -	\$ 251,818.00
2. Employee Benefits	\$ 35,143.00	\$ -	\$ 35,143.00	\$ -	\$ -	\$ -	\$ 35,143.00	\$ -	\$ 35,143.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 53,200.00	\$ -	\$ 53,200.00	\$ -	\$ -	\$ -	\$ 53,200.00	\$ -	\$ 53,200.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel (Mileage)	\$ 5,750.00	\$ -	\$ 5,750.00	\$ -	\$ -	\$ -	\$ 5,750.00	\$ -	\$ 5,750.00
7. Occupancy (Rent/Utilities)	\$ 13,870.00	\$ -	\$ 13,870.00	\$ -	\$ -	\$ -	\$ 13,870.00	\$ -	\$ 13,870.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,822.00	\$ -	\$ 4,822.00	\$ -	\$ -	\$ -	\$ 4,822.00	\$ -	\$ 4,822.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,739.00	\$ -	\$ 3,739.00	\$ -	\$ -	\$ -	\$ 3,739.00	\$ -	\$ 3,739.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training and related travel exp	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	\$ -	\$ -	\$ 11,500.00	\$ -	\$ 11,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employment fees (enrollment/ payroll services)	\$ 8,182.00	\$ -	\$ 8,182.00	\$ -	\$ -	\$ -	\$ 8,182.00	\$ -	\$ 8,182.00
MST Program development and license fee	\$ 44,750.00	\$ -	\$ 44,750.00	\$ -	\$ -	\$ -	\$ 44,750.00	\$ -	\$ 44,750.00
Admin Charge at 10% of total expenses	\$ -	\$ 43,687.00	\$ 43,687.00	\$ -	\$ -	\$ -	\$ -	\$ 43,687.00	\$ 43,687.00
TOTAL	\$ 436,974.00	\$ 43,687.00	\$ 480,661.00	\$ -	\$ -	\$ -	\$ 480,661.00	\$ -	\$ 480,661.00

Indirect As A Percent of Direct

10.0%



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:

8/16/2021

Date

DocuSigned by:

 Name: Fernando J. Muñoz
 Title: CEO

DS

 Vendor Initials
 Date 8/16/2021

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-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:

8/16/2021

Date

DocuSigned by:

Fernando J. Muñoz

Name: Fernando J. Muñoz

Title: CEO

DS
FJM

Vendor Initials

Date 8/16/2021

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

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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:

8/16/2021

Date

DocuSigned by:

Fernando J. Muñoz

Name: Fernando J. Muñoz

Title: CEO

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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

DS
FJM

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:

8/16/2021

Date

DocuSigned by:

Fernando J. Muñiz

Name: Fernando J. Muñiz

Title: CEO

Exhibit G

Contractor Initials

DS
FJM

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:

8/16/2021

Date

DocuSigned by:
Fernando J. Muñiz
Name: Fernando J. Muñiz
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.

FJM

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, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA.
- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph c and d below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. 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 any third party, Business Associate must obtain, prior to making any such disclosure, a written agreement including: (i) an agreement that the requirements, limitations, and restrictions placed on the Business Associate by this BAA also apply to the third party, (ii) 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 (iii) 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.

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Exhibit I

- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit B 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 it has an opportunity to determine how to best protect the PHI. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If this BAA, 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. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. 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 inadvertent or accidental uses or disclosures, breaches of unsecured protected health information, and any security incident that may have an impact on the protected health information of the Covered Entity consistent with the terms of Exhibit K.
 - o The parties acknowledge and agree that attempted but Unsuccessful Security Incidents (as defined below) that occur on a daily basis will not be reported. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- c. In addition to notification, the Business Associate shall immediately perform a risk assessment when it becomes aware of any of the situations in b. above, and provide Covered Entity with a final report and all findings as soon as practicable after the completion of the final report consistent with the terms of Exhibit K. 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 access or use of 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.
- d. In the event of a breach, the Business Associate shall comply with all applicable sections of the Privacy, Security, Breach Notification Rule and the terms of Exhibit

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Date 8/16/2021



New Hampshire Department of Health and Human Services

Exhibit I

K of the Agreement.

- e. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and Part 2, if applicable.
- f. Business Associate shall require any third party that receives, uses, stores, or has 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 (m).

(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

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Exhibit I

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.
- 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

Fernando J. Muñiz

The State of New Hampshire

Name of the Contractor

Joseph E. Ribsam, Jr.

DocuSigned by:

Fernando J. Muñiz

Signature of Authorized Representative

Signature of Authorized Representative

Joseph E. Ribsam, Jr.

Fernando J. Muñiz

Name of Authorized Representative

Name of Authorized Representative

Director

CEO

Title of Authorized Representative

Title of Authorized Representative

8/16/2021

8/16/2021

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.

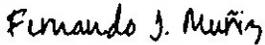
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

8/16/2021

Date

DocuSigned by:

 Name: Fernando J. Muniz
 Title: CEO

Contractor Initials 
 Date 8/16/2021



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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.

1. The DUNS number for your entity is: 08/16/21
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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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

New Hampshire Department of Health and Human Services

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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

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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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
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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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Exhibit K

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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