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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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August 15, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend an existing agreement with NFI North, Inc. Vendor #177575-B001, PO Box 417, 40 Park Lane, Contoocook, NH 03229, for the provision of Care Management Entity services for the FAST Forward program by increasing the price limitation by \$742,840, from \$194,320 to an amount not to exceed \$937,160, and extending the contract completion date from June 30, 2019 to June 30, 2020, effective upon the date of Governor and Council approval. The original contract was approved by Governor and Council on June 21, 2017 (Item #39B) 100% General Funds.

Funds are available in State Fiscal Year (SFY) 2018 and SFY 2019, and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

**05-95-92-9210102053 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE**

SFY	Class/Account	Class Title	Job Number	Current Amount	Increase Amount	Total Amount
2018	072-509073	Grants-Federal	92102100	\$6,000	\$0	\$6,000
2018	102-500731	Contracts for Program Services	92102053	\$91,160	\$0	\$91,160
2019	102-500731	Contracts for Program Services	92102053	\$97,160	\$322,840	\$420,000
2020	102-500731	Contracts for Program Services	92102053	\$0	\$420,000	\$420,000
			<b>Total</b>	<b>\$194,320</b>	<b>\$742,840</b>	<b>\$ 937,160</b>

### EXPLANATION

The purpose of this amendment is to incorporate Family Peer Support and Evaluation of the FAST Forward Program into this contract and to remove those items from a separate contract, as required by HB 517. HB 517 required the Department to include all wraparound services associated with the FAST Forward program into one contract that are not currently in the Medicaid State Plan amendment. The Medicaid State Plan amendment implements the optional 1915(i) State Plan Home and Community-Based Services (HCBS) benefit for disabled individuals and requires the following changes:

- Reduce the funding necessary for the FAST Forward services through this contract by allowing the new Medicaid Benefit to cover some costs.
- Incorporate the scope of service from the Family Peer Support contract into this contract to ensure the contractor is operating as a full Care Management Entity (CME) and bills the new Medicaid Benefit for that service.
- Incorporate the funds for non-Medicaid billable costs associated with the Family Peer Support and Family Leadership scope of service into this contract.
- Extend this contract for a year.

Funds in this agreement are used for the provision of CME services for the FAST Forward program, which include, but are not limited to:

- Provision of Individual Service Options (ISO) in-home services.
- Wraparound Coordination.
- Wraparound Coordinator training and coaching.
- Wraparound team meeting attendance.
- Provision of Youth peer support.
- Provision of Family Peer Support.
- Determination of needed customizable goods and services for the children/youth receiving services and their families.
- Provision of stipends for customizable goods and services, and other non-Medicaid billable services.

Many New Hampshire children, youth, and their families experience difficulties in day-to-day life due to serious emotional disturbances (SED) and face challenges finding the appropriate supports when supports are needed. Children and youth are often placed out of the home in residential treatment facilities, psychiatric hospitals, juvenile justice facilities, or daytime programs. Many of these placements take the children and youth out of their local schools and communities.

Despite the best intentions and hard work of families and providers, services are often fragmented and difficult to navigate. New Hampshire is making great progress in addressing these challenges using the New Hampshire Wraparound program called FAST Forward. The FAST Forward program stands for "*Families and Systems Together*" and is designed to serve youth with SED and their families, whose needs are not met by traditional service streams and programs. This is done by utilizing a high fidelity Wraparound approach which is a definable, individualized, and strengths-based planning process that incorporates a child and family team and results in a unique set of services and

supports for the child or youth and their family, with the plan closely monitored to achieve a positive set of outcomes.

Qualifying children and youth are Medicaid eligible, aged five (5) through twenty-one (21), experiencing difficulties in day-to-day life due to a diagnosis of SED, and are at risk of multi-agency involvement. Through FAST Forward, these children, youth, and their families can be served in their home communities, while living in their natural homes and attending their community's school program. Outcomes of a high fidelity Wraparound program include, but are not limited to: increased positive social, academic, and behavioral outcomes and community connectedness for children, youth, and families; decreased out of home, school, and community placements (and duration of such); increased caregiver capacity/decreased caregiver strain; and access to programs and supports that are uniquely tailored to each child and family's culture, strengths, and goals. This is a unique program in New Hampshire to service the described population in this manner.

The utilization of high fidelity Wraparound with an SED population has demonstrated a reduction in the repeat use and duration of stays for children and youth at New Hampshire Hospital. Additionally, this program embodies the values and principles of a System of Care within the Department, which is required to be shown under RSA 135:F, System of Care Law.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This amendment requests one (1) year of renewal, leaving one (1) year remaining.

The Vendor has provided all areas of scope throughout the life of the contract. The FAST Forward Program has successfully expanded to serve more children due to the Vendor's effective implementation and management of the programming within the contract. The Vendor has shown a willingness to be flexible when needed, but also shown strong procedural adherence to the Department's policies and the contractual obligations.

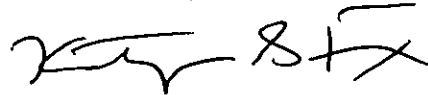
Should the Governor and Executive Council not authorize this request, families with children and youth with SED may have fewer services available to them in their community and statewide to meet the challenges that mental illness presents them. Many of these same families have struggled to find supports previously, that meets their complex needs and find themselves without supports that can effectively meet them. If this amendment is not approved, there may be an increase in out-of-community and an out-of-state placement for these children and youth, increased involvement with DCYF, as well as more frequent and longer stays for these children and youth at New Hampshire Hospital.

Area served: Statewide.

Source of Funds: 100% General Funds.

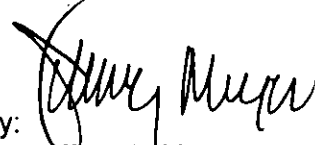
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Care Management Entity Services for FAST Forward**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Care Management Entity Services for FAST Forward Contract**

This 1<sup>st</sup> Amendment to the Care Management Entity Services for FAST Forward Contract (hereinafter referred to as "Amendment #1") dated this third day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NFI North, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 417, 40 Park Lane, Contoocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #39B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services 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 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$937,160.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety, and replace with Exhibit A - Amendment #1.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Exhibit B- Amendment #1.
7. Delete Exhibit B-2, SFY2019 budget, in its entirety, and replace with Exhibit B-2 – Amendment #1, SFY 2019 budget.
8. Add Exhibit B-3, SFY2020 budget.
9. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
Care Management Entity Services for FAST Forward

This amendment shall be effective upon the date of Governor and Executive 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

8/14/18

Date

Katja S Fox

Name: Katja S Fox

Title: Director

NFI North, Inc.

8/14/18

Date

Karen E. Cusano

Name: Karen E. CUSANO

Title: Assistant Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 8/14/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Joanne M. Daufen  
Signature of Notary Public or Justice of the Peace

Joanne M. Daufen Executive Assistant  
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 6, 2023






**New Hampshire Department of Health and Human Services  
Care Management Entity Services for FAST Forward**

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

OFFICE OF THE ATTORNEY GENERAL

Date 8/20/18

  
Name: Megan H. Apple  
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: \_\_\_\_\_



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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall ensure that all services provided to children, youth, and families are in accordance with the core values of family and youth driven, culturally and linguistically competent, and community based.
- 1.2. The Contractor shall submit a detailed description of the language assistance/ communication access services they will provide to persons with limited English proficiency or who have communication disabilities to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. The Contractor agrees that provided services will be billed to Medicaid following the codes and fee schedule set forth by the Department.

### 2. Scope of Services

- 2.1. The Contractor shall work collaboratively with the children, youth, and families enrolled in the FAST Forward program, as well as service providers, in the process of assessing each family member's capabilities and challenge areas in order to develop supports and interventions that are effective, individualized and acknowledge the strengths of the family.
- 2.2. The Contractor shall provide Wraparound Coordination which includes, but is not limited to:
  - 2.2.1. Maintaining the necessary number of Wraparound Coordinators to ensure that there is no program waitlist and caseload standards described in 2.2.3 and 2.2.4 are met.
  - 2.2.2. Expanding the Wraparound Coordination staff as needed, which is contingent on prior approval from the Department.
  - 2.2.3. Maintaining a maximum caseload per Wraparound Coordinator of seven (7) to eight (8) children/youth and their families.
  - 2.2.4. Maintaining a maximum caseload per certified Wraparound Coordinator of (8) to ten (10) children/youth and their families.
  - 2.2.5. Maintaining a Licensed Clinician, trained in System of Care principles, which will provide clinical consultation and add a resource for therapy as needed during transitions to local community mental





Exhibit A – Amendment #1

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health centers and other community service providers for individual and family therapy.

- 2.2.6. Following the practices outlined in the NH Wraparound Model curriculum.
- 2.2.7. Developing a community-based Plan of Care using the individualized wraparound process and providing support in meeting the needs and objectives of the Plan.
- 2.2.8. Coordinating and monitoring services between community agencies to ensure needs are being effectively and appropriately met, as outlined in the child/youth's Plan of Care.
- 2.2.9. Assisting the child/youth and their family in identifying natural supports and community-based opportunities and activities that nurture strengths, skills, and resilience including, but not limited to:
  - 2.2.9.1. Sports.
  - 2.2.9.2. Arts.
  - 2.2.9.3. Clubs.
  - 2.2.9.4. Volunteering.
- 2.2.10. Providing the child/youth and their family with educational information and materials, as needed.
- 2.2.11. Establishing a trusting relationship with the child/youth and their family.
- 2.2.12. Accepting and encouraging the racial, ethnic, linguistic, religious, national, international, and political diversity of individuals while promoting understanding and respect for the culture, heritage, history, beliefs and values of all children, youth, families, and staff, regardless of age, sex, sexual orientation, gender identity, or gender expression.
- 2.2.13. Scheduling, coordinating, and facilitating Family Team Wraparound Meetings monthly that will consist of members identified in collaboration with the child/youth and their family, in order to coordinate services to meet the needs of the family.
- 2.2.14. Developing cooperative working relationships with all members of the Provider Network serving the child/youth and their family, while ensuring that services from providers are conducted as outlined in the Plan of Care.
- 2.2.15. Establishing and maintaining communication with the child or youth's school program.

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Exhibit A – Amendment #1

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- 2.2.16. Entering appropriate, case-specific information into the data system which entails having an appropriate data system that meets the Federal Requirements of HIPAA and the ability to bill Medicaid.
  - 2.2.17. Assisting families with the development of a safety or crisis plan.
  - 2.3. The Contractor shall provide additional supports to the child/youth and their family including, but not limited to:
    - 2.3.1. Local transportation.
    - 2.3.2. Family treatment.
    - 2.3.3. Twenty-four (24-hour) crisis interventions.
    - 2.3.4. Individual counseling.
    - 2.3.5. Medical coordination.
  - 2.4. The Contractor shall collaborate with agencies statewide to provide Wraparound Coordination Services including, but not limited to:
    - 2.4.1. University of New Hampshire (UNH) - Institute on Disability.
    - 2.4.2. National Alliance for the Mentally Ill – New Hampshire (NAMI-NH).
    - 2.4.3. Behavioral Health Innovation, Antioch.
    - 2.4.4. Bureau of Children's Behavioral Health.
    - 2.4.5. Peer support agencies.
    - 2.4.6. Community Mental Health Centers
  - 2.5. The Contractor shall provide Individual Service Options (ISO) Intensive In-Home services in accordance with He-C 6339, which include, but are not limited to:
    - 2.5.1. Crisis support.
    - 2.5.2. Intensive behavioral supports.
    - 2.5.3. Planned and emergency respite.
  - 2.6. The Contractor shall provide Youth Peer Support to all youth who are served within the System of Care in order to enhance their ability to set goals for quality of life and transition to adulthood, achieve greater independence in advocating for themselves, and manage their own wellness goals, while increasing resilience. Youth Peer Support services include, but are not limited to:
    - 2.6.1. Strategic sharing of lived experience to decrease peer isolation.
    - 2.6.2. Encouraging youth to share their own experiences in order to self-advocate and drive their own goals and planning.
    - 2.6.3. Supporting youth to identify triggers and barriers and to develop their own wellness plans.

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- 2.6.4. Supporting youth to make informed decisions over all the domains of their life.
  - 2.6.5. Assisting youth with participating in crisis prevention planning activities and to understand their own crisis plans.
  - 2.6.6. Supporting youth in understanding and taking pride in one's own diversity, as well as encouraging understanding, respect, sensitivity, and acceptance of the diversity of others.
  - 2.6.7. Supporting youth in forming or maintaining community connections and informing youth of opportunities for leadership trainings or systems level engagement including, but not limited to:
    - 2.6.7.1. Wellness groups.
    - 2.6.7.2. Advisory groups.
    - 2.6.7.3. Focus groups.
    - 2.6.7.4. Regional planning activities.
  - 2.6.8. Supporting youth in navigating and understanding public and community resources, and how to access them.
  - 2.6.9. Offering services through Youth MOVE NH.
  - 2.6.10. Partnering with entities to help educate youth and their families on community resources including, but not limited to:
    - 2.6.10.1. Schools.
    - 2.6.10.2. 211.
    - 2.6.10.3. Parent Information Centers (PIC).
    - 2.6.10.4. Local parks and rec.
    - 2.6.10.5. Department of Health and Human Services.
    - 2.6.10.6. NH EASY.
    - 2.6.10.7. Public health offices.
    - 2.6.10.8. Clinics.
    - 2.6.10.9. Churches.
    - 2.6.10.10. YMCA.
    - 2.6.10.11. Local AA and NA chapters.
  - 2.7. The Contractor shall provide Family Peer Support services which shall include, but not be limited to:
    - 2.7.1. Maintaining the necessary number of Family Peer Support Partners (FPSP) to provide one-to-one family support that is sufficient to

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Exhibit A – Amendment #1

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- ensure that there is no program waitlist and caseload standards are met.
- 2.7.2. Maintaining a minimum number of FPSP to provide one-to-one family support and ensure that there is no program waitlist and caseload standards are met as described in 2.7.6.
  - 2.7.3. Maintaining one (1) Director of Child and Family Support who shall supervise and train the FPSP.
  - 2.7.4. Expanding the community network of family leaders by:
    - 2.7.4.1. Identifying potential family leadership candidates.
    - 2.7.4.2. Ensuring candidates complete a NAMI-NH leadership program of their choice.
  - 2.7.5. Expanding statewide opportunities for family leadership involvement related to mental health, which shall include, but are not limited to:
    - 2.7.5.1. Governance structures, by participating in meetings and providing a family perspective.
    - 2.7.5.2. Public Policy boards.
    - 2.7.5.3. Advocacy boards and task forces.
    - 2.7.5.4. Delivering family education programs.
    - 2.7.5.5. Supporting group facilitation.
  - 2.7.6. Ensuring each FPSP is available to provide one-to-one support to a minimum of ten (10) families at any given time, with priority given to families enrolled in the FAST Forward Program. One-to-one support may include, but is not limited to:
    - 2.7.6.1. Advocacy assistance.
    - 2.7.6.2. Family Peer support.
    - 2.7.6.3. Education.
    - 2.7.6.4. Community referral.
  - 2.7.7. Delivering services in Section 2.7.6, above and in accordance with family's needs and desire for support in a variety of methods, which may include, but are not limited to:
    - 2.7.7.1. Phone contact.
    - 2.7.7.2. Email contact.
    - 2.7.7.3. Face-to-face contact, the location of which may include, but is not limited to:
      - 2.7.7.4. Family's home.
      - 2.7.7.5. School.

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- 2.7.7.6. Wraparound Team meeting.
- 2.7.7.7. Other community location.
- 2.7.8. Ensuring a minimum of two (2) Parents Meeting the Challenge (PMC) Family Education Programs are delivered which shall include, but not be limited to:
  - 2.7.8.1. Program is available to a minimum of six (6) participants.
  - 2.7.8.2. Program consists of eight (8) sessions.
  - 2.7.8.3. Each session is scheduled for a minimum of three (3) hours.
  - 2.7.8.4. Onsite childcare is available to all participants.
  - 2.7.8.5. All participants sign in prior to the beginning of the program.
  - 2.7.8.6. All participants are provided with a satisfaction survey.
- 2.7.9. Ensuring all individuals receiving services funded through this contract are provided with a satisfaction survey for completion.
- 2.7.10. Evaluating the One-to-One Support Program and the PMC Family Education Program based on the satisfaction surveys completed in accordance with Section 2.7.9.
- 2.7.11. Providing a narrative summary of the One-to-One Support Program and the PMC evaluations in accordance with Section 2.7.10, above.
- 2.7.12. Providing utilization reports in order to analyze program effectiveness.
- 2.7.13. Providing monthly reports to the Department that include, but are not limited to:
  - 2.7.13.1. Contract activities completed during the previous month, including the number of families served and support/services provided.
  - 2.7.13.2. Barriers to providing services.
  - 2.7.13.3. Action plan to address identified barriers.
- 2.7.14. Ensuring monthly reports contain information for each family served that includes, but is not limited to:
  - 2.7.14.1. Family Name.
  - 2.7.14.2. Amount of travel for each FPSP, to assess for capacity and costs for sustainability.
  - 2.7.14.3. Number of hours the FPSP provided as support to each family for each invoice date range.
  - 2.7.14.4. Type of support provided including, but not limited to:



Exhibit A – Amendment #1

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- 2.7.14.4.1. Advocacy assistance
  - 2.7.14.4.2. Family Peer support
  - 2.7.14.4.3. Education Community referral
  - 2.7.14.5. Method used to provide support which may include, but is not limited to:
    - 2.7.14.5.1. Phone contact.
    - 2.7.14.5.2. Email contact.
    - 2.7.14.5.3. Face-to-face contact and location of encounter, which may include but is not limited to:
      - 2.7.14.5.3.1. Family's Home.
      - 2.7.14.5.3.2. School.
      - 2.7.14.5.3.3. Wraparound Team Meeting.
      - 2.7.14.5.3.4. Other Meeting Locations.
  - 2.7.15. Ensuring adequate staffing to meet the needs of children and youth enrolled or eligible for program are available to provide the One-to-One Support Program as indicated in Section 2.7.1.
  - 2.7.16. Ensuring a minimum of two (2) PMC Education Programs are delivered, in accordance with Section 2.7.8, with at least one per State Fiscal Year which includes providing attendance sheets from each of the PMCs to the Department no later than five (5) business days from the date of the PMC.
  - 2.7.17. Identifying potential family leadership candidates, as indicated in Section 2.7.4., within sixty (60) days of Governor and Executive Council approval of the Amendment #1 to this agreement.
  - 2.7.18. Ensuring a minimum of two (2) identified family leadership candidates, as indicated in Section 2.7.17., complete NAMI-NH's leadership program no later than ten (10) days prior to the contract completion date.
  - 2.8. The Contractor shall make a determination of the appropriate stipends for customizable goods and services on a one-time versus on-going basis that are intended to support a family member with meeting identified underlying needs, and shall distribute the goods and services. Customizable goods and services may include, but are not limited to:
    - 2.8.1. A tank of home heating oil in the winter.
    - 2.8.2. Prosocial therapeutic activities, including but not limited to, wellness classes and required equipment.



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- 2.8.3. Gas cards for a family to go to a treatment center with their child/youth.
- 2.9. The Contractor shall train and coach Wraparound Coordinators by methods including, but not limited to:
- 2.9.1. Obtaining services from the Institute on Disability at the University of New Hampshire (IOD) to provide coaching and training for the FAST Forward program staff.
- 2.9.2. Ensuring that Wraparound Coordinators and supporting staff complete trainings which include, but are not limited to:
- 2.9.2.1. Wraparound Coordinators and program manager shall attend all three (3) days of NH Wraparound Model Facilitator training.
- 2.9.2.2. Wraparound Coordinators, Program Director and other designated agency staff shall complete the Cultural and Linguistic Competency training (from NH Office of Minority or Refugee Affairs).
- 2.9.2.3. Wraparound Coordinators should attend monthly wraparound supervision group.
- 2.9.2.4. Wraparound Coordinators shall work with two (2) families for at least three (3) months and passed fidelity of implementation check administered by his or her coach.
- 2.9.2.5. The Wraparound Coordinator shall apply on the IOD website and be approved as a certified Wraparound Coordinator.
- 2.9.3. Coaching on a schedule including, but not limited to:
- 2.9.3.1. Weekly for the first six (6) months of employment.
- 2.9.3.2. Bi-weekly from month six (6) to month (12).
- 2.9.3.3. Monthly after one year of service.
- 2.10. The Contractor shall ensure that Wraparound Coordinators have the knowledge and skills required to effectively work with families, including considerable knowledge and skill in the domain of cultural and linguistic competence, as detailed in the NH Children's Behavioral Health Core Competencies, available at:
- [http://iod.unh.edu/sites/default/files/media/NHChildrensBehav/nh\\_bhcompetencies\\_final.pdf](http://iod.unh.edu/sites/default/files/media/NHChildrensBehav/nh_bhcompetencies_final.pdf)
- 2.11. The Contractor shall encourage the diversity that children, youth, and their families may bring to their FAST Forward encounters by collaborating with the DHHS Behavioral Health Cultural and Linguistic Competence (CLC) Coordinator for technical assistance which includes, but is not limited to:



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- 2.11.1. Conducting a CLC organizational assessment.
  - 2.11.2. Developing a plan to increase access to and quality of appropriate behavioral health services for all potential populations.
  - 2.11.3. Participating in the Behavioral Health Equity Work Group, a peer learning network of children's behavioral health and child serving organizations.
  - 2.12. The Contractor shall administer evaluation tools in accordance with the FAST Forward Program Manual which include, but are not limited to:
    - 2.12.1. The Youth Progress Rating Scale (YPS), also known as outcome rating scale (ORS), which is a quantitative youth and family self-report survey. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.
    - 2.12.2. The Team Meeting Rating Scale (TMRS) which is a quick survey of the family and youth at each Wraparound Team Meeting. It is administered at the end of each Wraparound Team Meeting. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.
    - 2.12.3. The Document Review Measure (DRM), which is a review of case file content, is completed by the FAST Forward Program Manager. The Vendor must allow the FAST Forward Program Manager access to case documents for this review to be completed.
    - 2.12.4. The Contractor shall submit quarterly report to the Department to include census data, provisions or services or service utilization data, discharge numbers and discharge reasons.
    - 2.12.5. The Children and Adolescent Needs and Strengths (CANS) tool which is an initial assessment to determine a child/youth's eligibility for the FAST Forward Program and an on-going review measure, to be completed at a minimum of every six (6) months, to measure for progress with the child/youth and family's needs and strengths.
      - 2.12.5.1. The Contractor will be responsible for completing this assessment, unless completed by child/youth's clinician.
      - 2.12.5.2. The assessment will be kept in the family's case record and the FAST Forward Program Manager may request the information in order to do a Quality Assurance.
  - 2.13. The Contractor shall develop an evaluation team, which provides assistance in obtaining, understanding, and sharing evaluative data of youth and families that are served within the System of Care in order to enhance the ability to communicate outcomes to the Department and other System of





Care stakeholders in alignment with RSA135:F. Evaluation team provisions include, but are not limited to:

- 2.13.1. Evaluative program outcomes and de-identified and aggregate client-level data from sources referenced from the Department.
- 2.13.2. Outcome and de-identified, aggregate client-level data for Department purposes, including but not limited to:
  - 2.13.2.1. Service Utilization Data
  - 2.13.2.2. Acute Psychiatric Hospitalization reports
- 2.14. The Contractor shall ensure that a leadership team of up to three (3) members participates in an annual site review process which includes, but is not limited to:
  - 2.14.1. Review of program services for twenty percent (20%) of participants served annually to review for compliance with all items outlined in the contract which will include, but not be limited to:
    - 2.14.1.1. Eligibility and re-eligibility assessments.
    - 2.14.1.2. Plan of care.
    - 2.14.1.3. Person Centered Planning practices.
    - 2.14.1.4. Conflict of interest issues.
    - 2.14.1.5. Setting requirements.
    - 2.14.1.6. Provider qualifications.
  - 2.14.2. Collaborating with the Department regarding areas requiring improvement as a result of the site review which will include, but not be limited to creating a plan that outlines the activities for improvement no more than thirty (30) days after the site review.
  - 2.14.3. Collaborating with the Department on implementing the stated plan from Subsection 2.14.2 for improvement and reporting on all related activities until evidence of improvement is achieved.
  - 2.14.4. Providing documentation and outcome data review.
  - 2.14.5. Providing anonymous survey questionnaires for children/youth and their families.
  - 2.14.6. Providing interviews which include, but are not limited to:
    - 2.14.6.1. Children/Youth and their families
    - 2.14.6.2. Wraparound Coordinators.
    - 2.14.6.3. Sub-contractors and stakeholders.
    - 2.14.6.4. Program Director.



### 3. Staffing

- 3.1. The Contractor shall maintain of the necessary number of Wraparound Coordinators to ensure that there is no program waitlist and caseload standards described in Subsection 2.2.3. and 2.2.4 are met.
- 3.2. The Contractor shall employ one (1) Program Director.
- 3.3. The Contractor shall employ one (1) Licensed Clinician.
- 3.4. The Contractor shall maintain the necessary number of Family Peer Support Partners (FPSP) to provide one-to-one family support that is sufficient to ensure that there is no program waitlist and caseload standards are met.
- 3.5. The Contractor shall maintain a minimum number of FPSP to provide one-to-one family support and ensure that there is no program waitlist and caseload standards are met as described in 2.7.6.
- 3.6. The Contractor shall maintain one (1) Director of Child and Family Support who shall supervise and train the FPSP.
- 3.7. The Contractor shall maintain an ISO program staff that is consistent with He-C 6339 standards.
- 3.8. The Contractor shall maintain per diem direct support staff as needed.

### 4. Definitions

- 4.1. **Children** – Children ages five (5) through ten (10).
- 4.2. **FAST Forward (Families and Systems Together)** – A program designed to provide support to children, youth, and their families by using a high fidelity Wraparound approach, and adhering to a System of Care model.
- 4.3. **He-C 6339** – He-C 6339 identifies qualification and performance requirements to become a provider of community based in-home services for the Division of Children, Youth and Families (DCYF) and service provision for the FAST Forward program. The proposed rule includes: five (5) different providers of services: child health support services, home based therapeutic services, therapeutic day treatment, adolescent community therapeutic services, and in-home individual service options (ISO). The rule applies to the community-based in-home service providers who receive Medicaid or financial reimbursement from the Department for services provided to children and families.
- 4.4. **Individual Service Options (ISO) Intensive In-Home Services** – ISO (Individual Service Options) in-home services usually last up to six (6) months, though this can be extended with agreement from the treatment team. This service can be used to help strengthen families and prevent removal of children from the home, or can be used to assist in the reunification process. Services delivered to the home include individual/family counseling and support, 24/7 on call emergency support,



respite, crisis management, treatment plan development and implementation, transportation, advocacy with schools, health providers and other community resources and assistance with any other identified needs.

4.5. **Youth** – Youth ages eleven (11) through twenty-one (21).

## 5. Deliverables

5.1. The Contractor shall provide Wraparound Coordination to all children/youth and their families per year that are found to be eligible for the FAST Forward Medicaid Benefit Plan.

5.2. The Contractor shall ensure a minimum of two (2) PMC Education Programs are delivered, in accordance with Section 2.7.16, no later than ten (10) days prior to the contract completion date.

5.2.1. The Contractor shall provide attendance sheets from each of the PMCs to the Department no later than five (5) business days from the date of the PMC.

5.3. The Contractor shall ensure a minimum of two (2) identified family leadership candidates, as indicated in Section 2.7.17, complete NAMI NH's leadership program no later than ten (10) days prior to the contract completion date.

5.4. The Contractor shall provide 100% of family members with a satisfaction survey six (6) months into program enrollment.

5.4.1. The Contractor shall aggregate the survey results and submit a report on these results each year, to include the number of respondents.

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8/14/18



Exhibit B – Amendment #1

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made as follows:
  - 2.1. The Contractor will submit an invoice by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 2.2. The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services  
Division for Behavioral Health  
105 Pleasant Street  
Concord, NH 03301
3. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
6. Funds anticipated to be available from the Department of Health and Human Services (Department) are:
  - 6.1. \$37,000 per State Fiscal Year 2019 and 2020 for the Contractor to provide administrative services, for a total two-year value of \$74,000.
  - 6.2. \$280,000 per State Fiscal Year 2019 and 2020 for the Contractor to subcontract for Family Peer Support Services, for a total two-year value of \$560,000.
  - 6.3. \$75,000 per State Fiscal Year 2019 and 2020 for the Contractor to subcontract for Training and Coaching Services for a total two-year value of \$150,000.

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8/14/18



Exhibit B – Amendment #1

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- 6.4. \$28,000 per State Fiscal Year 2019 and 2020 for the Contractor to subcontract for Evaluation Services, for a total two-year value of \$56,000.
  7. The Department will prior authorize services as listed below, and then the Vendor will be able to bill Medicaid. The Department will approve the use of the necessary ISO code for billing. The Medicaid billing rates may include, but are not limited to:
    - 7.1. \$70.27 per day for Community-Based Wraparound Services
    - 7.2. \$60.00 per day for the full array of ISO Level services.
    - 7.3. \$19.93 per 15 Minutes for Family Peer Support Services
    - 7.4. \$10.27 per 15 Minutes for Youth Peer Support Services
    - 7.5. \$1,000 per year/limit for Mental Health Service Not Otherwise Specified
    - 7.6. \$4.25 per 15 Minutes for Respite Care in the Home
    - 7.7. \$18.00 per day for Respite Care, Not in the Home, Foster Care, Not Therapeutic, Child ages 6 - 11
    - 7.8. \$21.41 per day for Respite Care, Not in the Home, Foster Care, Not Therapeutic, Child ages 12+
    - 7.9. \$70.00 per day for Respite Care, Not in the Home, Foster Care, Therapeutic, Child
    - 7.10. \$110.00 per day for Respite Care, Not in the Home, Group Home, Child

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8/14/18

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST

Budget Period: SFY 2019 (7/1/2018-6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 899,775.58	\$ 89,977.56	\$ 989,753.14	\$ 894,775.58	\$ 89,977.56	\$ 984,753.14	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ 242,939.40	\$ 24,293.94	\$ 267,233.34	\$ 242,939.40	\$ 24,293.94	\$ 267,233.34	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 7,897.09	\$ 789.71	\$ 8,686.80	\$ 7,897.09	\$ 789.71	\$ 8,686.80	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,072.73	\$ 207.27	\$ 2,280.00	\$ 2,072.73	\$ 207.27	\$ 2,280.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 12,436.36	\$ 1,243.64	\$ 13,680.00	\$ 12,436.36	\$ 1,243.64	\$ 13,680.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 12,538.96	\$ 1,253.90	\$ 13,792.86	\$ 12,538.96	\$ 1,253.90	\$ 13,792.86	\$ -	\$ -	\$ -
6. Travel	\$ 105,809.54	\$ 10,584.45	\$ 116,393.99	\$ 91,924.54	\$ 9,193.45	\$ 101,117.99	\$ 13,885.00	\$ 1,391.00	\$ 15,276.00
7. Occupancy	\$ 43,333.52	\$ 4,336.35	\$ 47,669.87	\$ 27,013.52	\$ 2,702.35	\$ 29,715.87	\$ 16,320.00	\$ 1,634.00	\$ 17,954.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 21,919.09	\$ 2,191.91	\$ 24,111.00	\$ 21,919.09	\$ 2,191.91	\$ 24,111.00	\$ -	\$ -	\$ -
Postage	\$ 518.18	\$ 51.82	\$ 570.00	\$ 518.18	\$ 51.82	\$ 570.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 10,114.91	\$ 1,011.49	\$ 11,126.40	\$ 10,114.91	\$ 1,011.49	\$ 11,126.40	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,642.73	\$ 264.27	\$ 2,907.00	\$ 2,642.73	\$ 264.27	\$ 2,907.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,590.91	\$ 259.09	\$ 2,850.00	\$ 2,590.91	\$ 259.09	\$ 2,850.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 249,427.91	\$ 24,946.29	\$ 274,374.20	\$ 181,912.91	\$ 18,191.29	\$ 200,104.20	\$ 67,515.00	\$ 6,755.00	\$ 74,270.00
12. Subcontracts/Agreements	\$ 2,949,938.86	\$ 294,993.89	\$ 3,244,932.75	\$ 2,642,438.86	\$ 294,993.89	\$ 2,937,432.75	\$ 307,500.00	\$ -	\$ 307,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client expenses	\$ 105,709.09	\$ 10,570.91	\$ 116,280.00	\$ 105,709.09	\$ 10,570.91	\$ 116,280.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 4,669,684.86</b>	<b>\$ 468,976.49</b>	<b>\$ 5,138,641.35</b>	<b>\$ 4,259,444.86</b>	<b>\$ 457,196.49</b>	<b>\$ 4,716,641.35</b>	<b>\$ 410,220.00</b>	<b>\$ 9,780.00</b>	<b>\$ 420,000.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials: KSC  
Date: 8/14/18

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

Budget Period: SFY 2020 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 1,037,106.78	\$ 103,710.68	\$ 1,140,817.46	\$ 1,032,106.78	\$ 103,710.68	\$ 1,135,817.46	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ 280,018.81	\$ 28,001.86	\$ 308,020.47	\$ 280,018.81	\$ 28,001.86	\$ 308,020.47	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 7,898.00	\$ 789.80	\$ 8,687.80	\$ 7,898.00	\$ 789.80	\$ 8,687.80	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,072.80	\$ 207.28	\$ 2,280.08	\$ 2,072.80	\$ 207.28	\$ 2,280.08	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 12,436.00	\$ 1,243.60	\$ 13,679.60	\$ 12,436.00	\$ 1,243.60	\$ 13,679.60	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 11,502.13	\$ 1,150.21	\$ 12,652.34	\$ 11,502.13	\$ 1,150.21	\$ 12,652.34	\$ -	\$ -	\$ -
6. Travel	\$ 105,810.45	\$ 10,583.55	\$ 116,394.00	\$ 91,925.45	\$ 9,193.55	\$ 101,119.00	\$ 13,885.00	\$ 1,390.00	\$ 15,275.00
7. Occupancy	\$ 44,773.20	\$ 4,481.32	\$ 49,254.52	\$ 28,453.20	\$ 2,846.32	\$ 31,299.52	\$ 16,320.00	\$ 1,635.00	\$ 17,955.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 21,808.18	\$ 2,180.82	\$ 23,789.00	\$ 21,808.18	\$ 2,180.82	\$ 23,789.00	\$ -	\$ -	\$ -
Postage	\$ 518.18	\$ 51.82	\$ 570.00	\$ 518.18	\$ 51.82	\$ 570.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 11,126.45	\$ 1,112.65	\$ 12,239.10	\$ 11,126.45	\$ 1,112.65	\$ 12,239.10	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,642.73	\$ 264.27	\$ 2,907.00	\$ 2,642.73	\$ 264.27	\$ 2,907.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,590.91	\$ 259.09	\$ 2,850.00	\$ 2,590.91	\$ 259.09	\$ 2,850.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 259,136.56	\$ 25,917.16	\$ 285,053.72	\$ 191,821.56	\$ 19,182.16	\$ 210,783.72	\$ 67,515.00	\$ 6,755.00	\$ 74,270.00
12. Subcontracts/Agreements	\$ 3,306,986.62	\$ 330,698.66	\$ 3,637,685.28	\$ 2,999,486.82	\$ 330,698.66	\$ 3,330,185.28	\$ 307,500.00	\$ -	\$ 307,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 116,072.73	\$ 11,607.27	\$ 127,680.00	\$ 116,072.73	\$ 11,607.27	\$ 127,680.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 5,222,300.33</b>	<b>\$ 522,240.03</b>	<b>\$ 5,744,540.37</b>	<b>\$ 4,812,080.33</b>	<b>\$ 512,460.03</b>	<b>\$ 5,324,540.37</b>	<b>\$ 410,220.00</b>	<b>\$ 9,780.00</b>	<b>\$ 420,000.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials *KSC*  
Date *8/14/18*



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





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



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



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



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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



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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

*KSC*

*8/14/18*



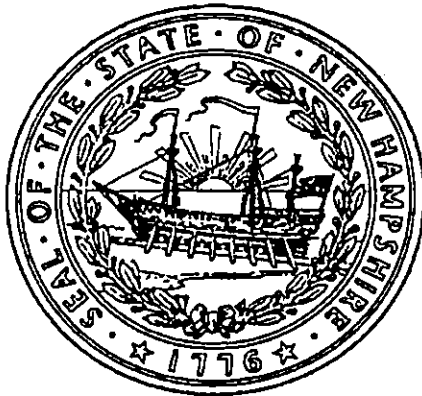
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. 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: 175745



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of March A.D. 2017.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Doug Giles, Secretary of the  
(Corporation Representative Name) (Corporation Representative Title)

NFI North, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Secretary of  
(Corporation Representative Title)

NFI North, Inc., a New Hampshire\_ corporation (the "Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

26<sup>th</sup> day of March 2018, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Juvenile Detention Alternative Initiative Services, and that the Executive Director, President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Heidi Edwards Dunn President,

Dellie Champagne Treasurer

Paul L. Dann, Ph.D. Executive Director,

Karen E. Cusano Asst. Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the \_\_\_\_\_ Secretary \_\_\_\_\_  
(Title)

of the Corporation and have affixed its corporate seal this 14<sup>th</sup> day of August, 2018.

Douglas Giles  
(Signature)



(Seal)

STATE OF New Hampshire  
COUNTY OF Merrimack

On this the 14<sup>th</sup> day of August 2018, before me, Joanne M. Daufen, the undersigned officer, personally appeared Douglas Giles, who acknowledge her/himself to be the

Secretary, of NEI North Inc, a corporation, and that she/he, as  
(Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as Douglas Giles.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Joanne M. Daufen  
Notary Public/Justice of the Peace

My Commission expires: June 6, 2023





*NFI North's mission is to inspire and to empower people to achieve their full potential so they can live successfully in their own home and own community.*



**NFI NORTH, INC.**

**Financial Statements**

**June 30, 2017**

**(With Independent Auditors' Report Thereon)**

**NFI NORTH, INC.**  
**Financial Statements**  
**June 30, 2017**

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KPMG LLP  
Two Financial Center  
60 South Street  
Boston, MA 02111

## Independent Auditors' Report

The Board of Directors  
NFI North, Inc.:

### Report on the Financial Statements

We have audited the accompanying financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 auditor considers internal control relevant to NFIN'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 NFIN'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 NFIN as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.





**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2017 on our consideration of NFIN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NFIN's internal control over financial reporting and compliance.

**KPMG LLP**

September 29, 2017

**NFI NORTH, INC.**  
Statement of Financial Position  
June 30, 2017

<b>Assets</b>	
<b>Current assets:</b>	
Cash and equivalents	\$ 2,482,200
Accounts receivable, net (note 2)	1,257,182
Prepaid expenses and other current assets	<u>49,043</u>
Total current assets	<u>3,788,425</u>
<b>Property and equipment (note 4):</b>	
Land	535,992
Buildings and improvements	7,620,725
Equipment and furnishings	709,420
Motor vehicles	<u>983,656</u>
	9,849,793
Less accumulated depreciation	<u>(5,512,840)</u>
Property and equipment, net	4,336,953
<b>Other assets</b>	<u>19,314</u>
Total assets	<u><u>\$ 8,144,692</u></u>
<b>Liabilities and Net Assets</b>	
<b>Current liabilities:</b>	
Current portion of long-term debt (note 4)	\$ 620,086
Accounts payable	113,511
Accrued payroll and related liabilities	488,623
Other accrued expenses	139,911
Deferred revenue	811,636
Due to affiliate short-term (note 7)	<u>8,686</u>
Total current liabilities	<u>2,182,453</u>
<b>Long-term liabilities:</b>	
Long-term debt, net of current portion (note 4)	2,529,829
Due to affiliate long-term (note 7)	<u>236,978</u>
Total long-term liabilities	<u>2,766,807</u>
Total liabilities	<u>4,949,260</u>
<b>Net assets:</b>	
Unrestricted	3,127,848
Temporarily restricted	<u>67,584</u>
Total net assets	<u>3,195,432</u>
Total liabilities and net assets	<u><u>\$ 8,144,692</u></u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
**Statement of Activities**  
**Year ended June 30, 2017**

<b>Changes in unrestricted net assets:</b>	
Revenues and other support:	
Contracts, net (note 2)	\$ 19,732,583
Contributions:	
In-kind	676,137
Other	3,693
Interest and dividends	26,819
Miscellaneous	<u>(1,061)</u>
	20,438,171
Net assets released from program restrictions	<u>18,484</u>
Total revenues and other support	<u>20,456,655</u>
Expenses:	
Program services	17,380,999
Supporting services (note 7)	<u>2,155,032</u>
Total expenses	<u>19,536,031</u>
Increase in unrestricted net assets before nonoperating activities	920,624
Nonoperating revenues:	
Gain on disposal of property and equipment	<u>6,510</u>
Increase in unrestricted net assets	<u>927,134</u>
Changes in temporarily restricted net assets:	
Contributions	26,008
Net assets released from program restrictions	<u>(18,484)</u>
Increase in temporarily restricted net assets	<u>7,524</u>
Increase in net assets	934,658
Net assets at beginning of year	<u>2,260,774</u>
Net assets at end of year	<u>\$ 3,195,432</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**

**Statement of Functional Expenses**

Year ended June 30, 2017

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 12,576,958	1,097,358	13,674,316
Other expenses:			
Contracted services	777,904	849,997	1,627,901
Other direct costs	902,084	96,256	998,340
Consumables	777,915	—	777,915
Occupancy	684,918	21,412	706,330
In-kind	675,153	984	676,137
Transportation	287,758	28,654	316,412
Equipment	117,548	20,417	137,965
Interest	117,651	8,347	125,998
	<u>4,340,931</u>	<u>1,026,067</u>	<u>5,366,998</u>
Depreciation and amortization	<u>463,110</u>	<u>31,607</u>	<u>494,717</u>
Total expenses	<u>\$ 17,380,999</u>	<u>2,155,032</u>	<u>19,536,031</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
**Statement of Cash Flows**  
**Year ended June 30, 2017**

Cash flows from operating activities:	
Increase in net assets	\$ 934,658
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	494,717
Gain on sale of property and equipment	(6,510)
Changes in assets and liabilities:	
Accounts receivable, net	65,773
Prepaid expenses and other current assets	17,667
Other assets	(5,960)
Accounts payable	20,900
Accrued payroll and related liabilities	84,027
Other accrued expenses	30,169
Deferred revenue	710,647
Net cash provided by operating activities	<u>2,346,088</u>
Cash flows from investing activities:	
Purchases of property and equipment	(243,006)
Proceeds from sale of property and equipment	7,500
Decrease in due from affiliate	5,967
Net cash used in investing activities	<u>(229,539)</u>
Cash flows from financing activities:	
Issuance of long-term debt	24,749
Repayments of long-term debt	(286,772)
Decrease in due to affiliates	(45,547)
Net cash used in financing activities	<u>(307,570)</u>
Net increase in cash and equivalents	1,808,979
Cash and equivalents at beginning of year	<u>673,221</u>
Cash and equivalents at end of year	<u>\$ 2,482,200</u>
Supplemental data:	
Cash paid for interest	\$ 125,998

See accompanying notes to financial statements.

**NFI NORTH, INC.**

Notes to Financial Statements

June 30, 2017

**(1) Summary of Significant Accounting Policies**

NFI North, Inc. (NFIN) is a not-for-profit organization whose purpose is to provide community-based social services to individuals and their families. NFIN is a subsidiary of North American Family Institute, Inc. (NAFI), which is the sole member of NFIN's board of directors. Substantially all of NFIN's revenues are derived from services contracted with Medicaid, the State of New Hampshire Division of Children, Youth & Families, and local public school districts.

**(a) Basis of Presentation**

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on NFIN as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

*Temporarily restricted net assets* – Net assets subject to donor-imposed stipulations that may or will be met by actions of NFIN and/or the passage of time.

*Unrestricted net assets* – Net assets not subject to donor-imposed stipulations.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets are reported as reclassifications between the applicable classes of net assets. Expirations of temporary restrictions occur when donor-imposed stipulated purposes have been accomplished and/or the stipulated time period has elapsed. If an expense is incurred for a purpose for which both unrestricted and temporarily restricted net assets are available, a donor-imposed restriction is fulfilled to the extent of the expense incurred unless the expense is for a purpose that is directly attributable to another specified external source of revenue.

**(b) Revenue Recognition**

Under cost reimbursement contracts, revenues are recognized as expenses are incurred. Under units-of-service contracts, revenues are recognized when services are provided.

**(c) Income Taxes**

NFIN is an organization described under Section 501(c)(3) of the Internal Revenue Code (IRC) and is generally exempt from income taxes under IRC Section 501(a). NFIN has taken no significant uncertain tax positions.

**(d) Use of Estimates**

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

**NFI NORTH, INC.**

Notes to Financial Statements

June 30, 2017

**(e) Concentration of Risk**

NFIN receives the majority of its funding from state contracts that are renewable annually. Legislative budgets could significantly impact NFIN's ability to start new programs and to continue existing programs.

**(f) Cash Equivalents**

All short-term investments with an original maturity at purchase of three months or less are considered cash equivalents for purposes of the statement of cash flows.

**(g) Property and Equipment**

Property and equipment are recorded at cost or, in the case of donated property, at fair value at the date of gift. Depreciation is provided using the straight-line method over the following estimated useful lives:

Buildings and improvements	15–33.3 years
Equipment and furnishings	2–10 years
Motor vehicles	3–5 years

Leasehold improvements are depreciated or amortized according to the organization's normal depreciation policy except that the time period shall be the shorter of: 1) the useful life of the leasehold improvements, or 2) the remaining years of the lease. The remaining years of the lease include the years in the lease renewals that are reasonably assured.

**(h) Self-Insurance**

NFIN is self-insured for employee medical healthcare costs. At June 30, 2017, the estimated liability for healthcare claims incurred but not yet reported or paid was \$73,259 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

**(i) In-Kind Contributions**

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2017, NFIN received in-kind contributions of services, rent, equipment and furnishings, and consumables amounting to \$676,137.

**(j) Subsequent Events**

NFIN has evaluated events subsequent to June 30, 2017 and through September 29, 2017, which is the date that the financial statements were available to be issued. NFIN has determined there are no material events that would require recognition or disclosure in this report through this date.

**(2) Accounts Receivable**

Accounts receivable of \$1,257,182 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$5,691. Contract revenues of \$19,732,583 in 2017 have been decreased by contractual adjustments of \$144,334.

**NFI NORTH, INC.**

Notes to Financial Statements

June 30, 2017

**(3) Line of Credit**

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV) and NFI Massachusetts, Inc. (NFI), an on demand \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate per annum equal to the Wall Street Journal Prime Rate, plus 0.50% per annum, (4.75% at June 30, 2017). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2017, \$1,125,000 was outstanding under this line of credit, none of which was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2017 for a total of \$1,933,194. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

**(4) Long-Term Debt**

Long-term debt at June 30, 2017 consisted of the following:

<u>Interest rate at June 30, 2017</u>	<u>Fiscal year due</u>	<u>Amount</u>
Mortgages payable, secured by real estate:		
0.00% to 8.00% fixed	2018-2031	\$ <u>3,007,288</u>
Total mortgages payable		<u>3,007,288</u>
Vehicle notes secured by automobiles:		
0.00%–5.99% fixed	2018–2022	<u>142,627</u>
Total vehicle note payables		<u>142,627</u>
Total long-term debt		3,149,915
Less current portion		<u>(620,086)</u>
Total long-term debt, net of current portion		<u>\$ 2,529,829</u>

Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.



**NFI NORTH, INC.**  
Notes to Financial Statements  
June 30, 2017

Scheduled repayments of long-term debt are as follows:

	<b>Amount due</b>
Year ending June 30:	
2018	\$ 620,086
2019	185,350
2020	128,547
2021	127,644
2022	307,309
Thereafter	1,780,979
	\$ 3,149,915

Interest expense was \$125,998 for the year ended June 30, 2017.

**(5) Operating Leases**

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to \$106,108 for the year ended June 30, 2017, including \$49,789 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2017 are as follows:

	<b>Amount due</b>
Year ending June 30:	
2018	\$ 70,248
2019	56,413
2020	21,455
	\$ 148,116

**(6) Retirement Plan**

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to contribute \$83,921 for the year ended June 30, 2017.

**NFI NORTH, INC.**

Notes to Financial Statements

June 30, 2017

**(7) Related-Party Transactions**

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$966,798 for the year ended June 30, 2017, and have been included in supporting services expenses in the accompanying statements of activities and functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was \$49,789 for the year ended June 30, 2017, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement underpayments have resulted in a balance due to NAFI as of June 30, 2017 in the amount of \$245,664. This amount has been reported as due to affiliate in the accompanying statement of financial position and the current portion of \$8,686 is expected to be paid within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT and NFIM) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. For the year ended June 30, 2017, there were no short term loan transactions with NFIN.





**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the NFIN's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the NFIN's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

KPMG LLP

September 29, 2017

**NFI NORTH, INC.  
OFFICERS**

Title	Name	Address
President	Heidi Edwards Dunn Educational Program Coordinator NH Small Business Administration	[REDACTED]
Treasurer	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	[REDACTED]
Clerk/Secretary	Doug Giles Retired Fire Fighter/Organic Farmer	[REDACTED]

**BOARD OF DIRECTORS**

Name	Occupation	Address
Doug Giles	Retired Fire Fighter/Organic Farmer	[REDACTED]
Don Winn	Business Owner	[REDACTED]
Sue Allen	Business Women/Consumer Representative	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Heidi Edwards Dunn	Educational Program Coordinator NH Small Business Administration	[REDACTED]
Lyn Healy	Educator	[REDACTED]
Laura Rauscher	Development Officer	[REDACTED]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[REDACTED]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 10/17/16 Annual Meeting

Resumes:

*Paul L. Dann, Ph.D.*  
*Email: pauldann@nafi.com*

**EMPLOYMENT**

Jan. 1993-  
present

***Executive Director***

Responsible for the overall management of this private non-profit corporation with a total annual budget of 16+ million dollars. Developed key programs and services to address the need of state mandated child protection, juvenile justice and mental health and educational agencies within the Northern New England area. Worked with Board of Directors, agency management and business staff to insure corporation's fiscal and programmatic excellence. Provided regular consultation and training to private and public human service organizations.

Sept. 1997-  
present

***Part Time Lecturer/Program Director MS CMHC***

Teaching in the college's Graduate Program in Clinical Mental Health Counseling, Masters in Human Services, Masters in Computer Information Systems, Masters in Business and Master's in Business Administration. Developed numerous courses. Taught on campus, through hybrid learning as well as on line. Strong ability to use technology in class as well as within online platforms. Excellent reviews from students as well as administration. I facilitate and oversee student capstones as well as supervise primary research in the graduate school. Past member of the curriculum committee, strategic planning committee and current faculty representative to graduate council.

Sept. 1991-  
Jan. 1993

***Director of Children and Family Services***

Responsible for the overall management of children and family services for a large nationally based non-profit human service agency. Developed a cadre of programs serving New Hampshire, Maine and Northern Massachusetts. Directly responsible for oversight of agency supervisors, project development, contract negotiation, training and fiscal operations. Developed core management training for project directors, wrote Proposals resulting in the addition of new projects, developed new and innovative services in the area of wrap around, therapeutic foster care, home based services and residential treatment.

April 1980 -  
Sept. 1991

NORTHEASTERN FAMILY INSTITUTE - Danvers, MA

***Agency Supervisor for Adolescent Services (3/87 - 9/91)***

Promoted to this key management position. Responsible for program supervision, program development, and overall agency management functions including facility siting, community acceptance, facility licensing, fleet management, fiscal management and contract negotiations with various funding sources. Directly responsible for the operations of six projects representing a combined budget of \$3.4 million. Additional responsibilities include the provision of training and support for other agency projects.

***Program Director - North Crossing (12/83 - 3/87)***

Promoted to develop and manage a residential school emotionally Disturbed adolescents. This project included a staff of 15 and an annual budget of \$380,000. Developed this accredited school from the proposal stage to full operation. Provided training and support to other agency projects as well as the State of Vermont within the areas of program development and staff training. In February of 1985 promoted to supervise 2 additional projects with a staff of 10 and a \$325,000 budget.

***Pre-Screener - Crisis Intervention Services (9/83 - 6/86)***

Worked as part of a mobile crisis intervention team. Provided crisis intervention services throughout five communities on an open referral basis. Worked with area services, police and community members to provide pre-screening for voluntary and involuntary psychiatric hospitalization, mental status exams, crisis management, referral and consultation. Provided community presentations on the topics of mental health and program services.

***Program Director - Community Living Project and Adolescent Day Program (4/81 - 12/83)***

Managed 2 mental health programs with combined staff of 10 and a budget of \$335,000. Designed, organized, staffed and supervised a treatment program that achieved a high client success rate. Obtained contract funding from an additional state agency and from the state of Vermont. Consulted to agencies in the states of Maryland and New Hampshire on the development and management of community-based treatment.

***Caseworker - Foster Care Program (4/80 - 4/81)***

Managed a caseload of adolescents committed to the Department of Youth Services. Provided ongoing counseling and advocacy within the courts and community. Developed a group activity component.

**EDUCATION**

- 2004 – 2008 Ph.D. in Human and Organizational Development  
Fielding Graduate University
- 2004-2006 M.A. in Human and Organizational Systems, Fielding Graduate  
University.
- 1981 - 1983 Earned 30 credits toward a Master of Education in Human Service  
Management, Boston University.
- 1975 - 1979 Bachelor of Science in Human Service with High Honors,  
Northeastern University, Dean's List 1975-1979.

#### OTHER RELATED EXPERIENCE

Adjunct Faculty, University of New Hampshire 2014-present  
 Board Member New Hampshire Association for the Blind, 2012 to present  
 Institute for Social Innovation Research Fellow 2010 to 2014  
 Don Bushnell Scholarship Award for Organizational and Social Change 2007  
 Vice Chair Board of Managers Community Provider Network 2003-2006  
 Secretary Board of Managers Community Provider Network 1999-2003  
 Board Member Havenwood Heritage Heights, Chair Planning Committee 2002, Vice President  
 of the Board of Directors 2006, President Board of Director 2008-2011  
 Board Member Maine Association of Mental Health Services 2001-present  
 Leadership NH class of 2001  
 President Hopkinton Independent School Board of Directors 1999-2009  
 Former Massachusetts Licensed Social Worker - Lic. # 300178  
 Clinician, Northeastern Family Center, Melrose Ma. 1988-1989  
 Consultant, NECMHS, Amesbury, Ma. 1988-1990  
 Trainer, Community Programs Innovations 1986-1993

#### TRAININGS, WORKSHOPS AND PRESENTATIONS (partial list)

**The Resiliency Factor: Our Role in Advancing Child and Youth Well Being- Keynote  
 Speaker**

Child and Family Provider Network Annual Conference 2016

**Working Alliance: The Building Blocks for Ensuring Successful Outcomes**

Child and Family Provider Network Annual Conference 2016

**Leading with Vision Across and Within the Organization**

Senior Leadership Conference Alliance for Strong Children and Families 2015

**Cultural Foundations in Mental Health Practice**

NFI North Core Training 2015

**Conscious Organizations; Stories and Practices from the Nonprofit and For Profit Sector**



International Leadership Association Global Conference 2014

**Supervision, Management and Leadership; Cross currents within the normative community**

Rhode Island Psychological Centers 2014

**Workplace Diversity and Inclusion**

Human Resource Association of Greater Concord 2013

**Cultural Diversity**

Merrimack County House of Corrections 2013

**Generative Leadership**

Tobias Leadership Institute 2012

**Emergent Leadership in Nonprofit Organizations**

Senior Leadership Conference ACF 2012

**Leadership Development**

NAFI National Conference 2011

**Generative Leadership: Exploring Leadership Development Within Organizations and Teams**

Senior Leadership Conference 2011

**Cultural Diversity in the Classroom**

NEC Faculty Development Workshop 2011

**Working Alliance within the Classroom**

Contoocook School Summer 2008

**Leadership Development Seminar**

NFI Leadership Development Program Spring/Summer 2008

**Behavior Management**

NFI North Core Training 2007

**Meaning Making within Organizations**

NFI North Leadership Professional Development 2006

**Reintegrative Services for Youth**

DCYF annual Conference 2006

**Difficult People and Conflict Management**

DCYF Annual Conference 2006

**The Role of Story Telling in Leadership**  
NAFI National Conference 2003

**COURSES TAUGHT**

**New England College Graduate and Continuing Studies**

**Masters in Health Care (all three credit courses)**

- Structure of Social Problems
- Long Term Care
- Health Care Management

**Masters in Community Mental Health Counseling (three to four credit courses)**

- Mental Health Management
- Multicultural Issues in Mental Health Delivery
- Career Development and Counseling
- Research Methods
- Capstone Facilitation

**Masters in Business Administration**

- Strategic Planning and Policy
- Organizational Management and Leadership
- Organizational Communication, Negotiation and Conflict Resolution
- Strategic Capstone
- Organizational Leadership and Change

**Masters in Health Care Management**

- Dynamics of Nonprofit Governance

**University of New Hampshire**

**Masters in Public Administration**

- Organization and Management in the Public and Nonprofit Sector
- Effective Change Management

*References Available on Request*

**KAREN E. CUSANO, M. Ed.**

**(603) 749-7550 Office**

**karencusano@nafi.com**

**AREAS OF EXPERTISE:**

- \* Staff Training and Supervision
- \* Knowledge of Multiple State Systems
- \* Project Development and Start-Up
- \* Community-Based Care
- \* Administration and Management
- \* Public Relations

**PROFESSIONAL EXPERIENCE:**

**8/93 to Present ASSISTANT EXECUTIVE DIRECTOR: NFI NORTH, INC. (NFI)**

Assist the Director in the overall fiscal, programmatic, and clinical management of a non-profit human service corporation. Responsibilities involve all administrative functions and financial responsibility for the entire corporation. This includes routine communication with the Parent Corporation, multi-state authorities, and internal managerial staff.

**4/89 to 8/93 AGENCY SUPERVISOR EXPERIENCES:**

**NORTHEASTERN FAMILY INSTITUTE, INC. (NFI)**

Responsible for the overall management and supervision of various adolescent programs within the agency. This includes the provision of training, staff orientation, clinical and administrative supervision and participation in all aspects of program development. Maintained regular on-call responsibility to several agency projects.

**4/89 to 8/93 PROGRAM DIRECTOR, NFI INTERMISSION ADOLESCENT ASSESSMENT CENTER**

Responsible for the overall management of a D.S.S. funded, coed, secure, ninety-day diagnostic assessment center providing treatment and stabilization to nine emotionally disturbed adolescents. Responsibilities included: hiring, training, evaluating and supervising professional staff, design and implementation treatment approaches and behavior management systems. Facilitated all aspects of treatment component including treatment plans, linked families with community resources to facilitate reunification. Represent the agency through participation in the MA, State's Adolescent Network Initiative as well as developing and presenting training.

**4/87 to 4/89 PROGRAM DIRECTOR, NFI, SIX SEASONS RESIDENTIAL TREATMENT CENTER**

Responsible for the overall management and program startup of a long-term treatment program for six, high risk, adolescent males funded by the Department of Mental Health. Responsibilities included: hiring, training, on-call, evaluation and direct supervision of professional staff. Designed and implemented behavior management systems.

**3/82 to 4/87 ASSISTANT DIRECTOR, NFI, DIVERSION HOUSE**

Assisted the Director in the program operations of a DMH funded voluntary short-term crisis intervention program providing temporary respite of six, coed, high-risk adolescents. Designed and implemented the counseling component for direct care staff as well as the means of communication and cooperative services between the direct care and clinical staff. Responsible for all staff management decisions in addition to programmatic decisions concerning extreme behavioral problems. Regularly on-call for emergencies.

**EDUCATIONAL BACKGROUND:**

1991 to 1993

**CAMBRIDGE COLLEGE  
CAMBRIDGE, MASSACHUSETTS**  
Master of Education in Counseling Psychology

1986 to 1988

**UNIVERSITY OF MASSACHUSETTS  
BOSTON, MASSACHUSETTS**  
Psychology Major, Undergraduate Study

1984 TO 1986

**NORTH SHORE COMMUNITY COLLEGE  
BEVERLY, MASSACHUSETTS**  
Associate of Science in Human Services and Mental Health

**MEMBERSHIPS:**

**SECRETARY (former President for over five years)  
NEW HAMPSHIRE PARTNERS IN SERVICE (NHPS)**  
Non-profit association made up of multiple human service provider executives. NHPS works on NH legislative and policy-making initiatives

**SPECIAL HONORS/AWARDS:**

**SPIRIT OF THE COMMUNITY AWARD**

Given to individual who demonstrate high degree of energy and commitment to the betterment of the community at large.

**FOSTER FURCOLO SCHOLARSHIP**

Awarded full 2-year grant for outstanding academic achievement.

**GTE SYLVANIA SCHOLARSHIP**

Awarded a full semester grant for outstanding academic performance.

**LINK AWARD**

Presented due to outstanding volunteerism linking neighborhood communities with educational involvement and awareness.

**ADDITIONAL WORK EXPERIENCE:**

**2002 to 2004**

**Adjunct Professor  
New England College – Dover Campus  
Health Care/Human Services Courses  
Graduate and Undergraduate Classes**

**1984 To Present VOLUNTEER, COMMUNITY PROGRAM INNOVATIONS,  
DANVERS, MASSACHUSETTS**

Assisting with workshop preparation, registration and evaluation as well as supervising volunteers at the annual International Conferences dealing with multiple Human Service topics. This firm offers training and consultation to State and private social service agencies.

**1986 to 1987 ASSISTANT ACTIVITIES DIRECTOR, NEW ENGLAND HOME FOR  
THE DEAF, DANVERS, MASSACHUSETTS**

Planned and organized activities for senior citizens, participated in fund raising picnic, interpreted for deaf and deaf/blind seniors for Boston's Deaf Blind contact and National Conference at Gallaudet College.

**1985 to 1986 VOLUNTEER COUNSELOR, JUSTICE RESOURCE INSTITUTE  
WESTBORO STATE HOSPITAL BUTLER CENTER**

DYS/DMH secure facility for violent/sexual offenders. Supervised 17 boys, ages 12-18, on the Activities of Daily Living skills, planned activities and supportive counseling.

**1984 to 1985 CONTRACTED SPECIAL /CRISIS SERVICES, METROPOLITAN STATE  
HOSPITAL, GAEBLER CHILDREN'S UNIT**

In-patient care for children with severe psychiatric disturbances. Hired as a part-time special, supervised patients in need of one-on-one care due to self-injurious/destructive behaviors.

# KRISTI VAZIFDAR

<u>FINANCIAL EXPERTISE</u>	<u>PROFILE</u>
<ul style="list-style-type: none"><li>• <i>Financial Reporting</i></li><li>• <i>Cash and Credit Management</i></li><li>• <i>Budget Creation and Analysis</i></li><li>• <i>Payroll Management</i></li><li>• <i>Strategic Planning</i></li><li>• <i>Financial Training and Management</i></li><li>• <i>Accounts Payable and Receivable</i></li></ul>	<ul style="list-style-type: none"><li>• A dynamic team leader who leverages positive energy, humor and keen intelligence to inspire, motivate, and guide team members to optimal success.</li><li>• Respected financial professional, with a proven record of success driving operations for growth and maximizing cost efficiency.</li><li>• Insightful and ethical MBA experienced with strategic planning for, and management and analysis of, multi-million dollar budgets.</li></ul>

## PROFESSIONAL EXPERIENCE

**NFI, North, Inc., Contoocook, NH, FEBRUARY 2016 – PRESENT**

### **CHIEF FINANCIAL OFFICER**

Reporting to CEO, principal financial leader responsible for overall financial management of the organization's 18 million dollar annual operating budget in our sixteen programs across Maine and New Hampshire and managing a staff of 5. Provides critical oversight over each aspect of financial operations including budget creation and management.

**Greater Nashua Mental Health Center at Community Council, Nashua, NH, DECEMBER 2015 – FEBRUARY 2016**

### **INTERIM FINANCE MANAGER**

Reporting to CEO, principal financial leader responsible for overall financial management of the organization's 13 million dollar annual operating budget serving Hillsborough County and managing a staff of 10.

### **Key Accomplishments:**

- Provided program analysis to advise on future direction of resources.

- Manage accounting and finance issues including monthly close, revenue recognition and analysis, policy interpretations, balance sheet reconciliations and daily productivity of all finances.
- Consolidated business team to save approximately 18% of departmental personnel costs.

**Star Island Corporation, Portsmouth, NH, 2009 – MAY 2015**

**FINANCE DIRECTOR**

Reporting to CEO, principal financial leader responsible for overall financial management of the organization's 3.5 million dollar annual operating budget serving 4000 visitors annually. Manage 2 full time seasonal employees and additional financial supervision of 5 seasonal employees.

**Key Accomplishments:**

- Prepare and manage the annual budget and all financial reports as needed by the CEO, Finance Committee and Board of Directors.
- Manage accounting and finance issues including monthly close, Accounts Receivable, Accounts Payable, policy interpretations, balance sheet reconciliations and daily productivity of all finances.
- Prepare financial statements and reporting for CEO, Finance Committee and Board of Directors; including monthly reconciliation of revenues and expenses, with appropriate variation explanations and analysis.
- Critically evaluate new, or renewal contracts and annual corporate insurance policies for appropriateness.
- Key contributor of 3 year (2011 – 2013 and 2014 – 2016) strategic plans, authoring the financial tactics.
- Developed and executed a weekly matrix to analyze payroll for 110 seasonal hourly staff to successfully keep seasonal salaries under budget for the past three years saving \$30,000 plus annually.
- Introduced seasonal weekly budget meetings with Department Heads to share updated financial information and collaborate on seasonal budget management.
- Created and implemented internal control and purchasing procedures.
- Manage preparation and fieldwork for annual external audit process.

**Star Island Corporation, Portsmouth, NH, 2004 – 2008**

**BUSINESS & FINANCE MANAGER**

Promoted to leadership role supporting all accounting and financial aspects of mainland and on island offices.

**Key Accomplishments:**

- Created and implemented Finance Handbook as a guide for staff and Finance Committee.
- Analyzed seasonal payroll and daily rate compensation structure, implemented time clocks to pay nonexempt seasonal staff per hour saving 5% annually on seasonal payroll.

- Leadership and day-to-day management of seasonal on island stores (book shop and lobby shop) purchased all inventory, managed staff and all inventory controls.
- Compile detailed information to prepare and submit regulatory filings for town, state, federal.
- Ensured compliance with audit standards and proper revenue recognition.
- Staff liaison to Finance Committee.

**Star Island Corporation, Portsmouth, NH, 2000 – 2003**

**ACCOUNTANT**

Hired to process Accounts Payable and Payroll reporting to the Executive Director

**Key Accomplishments:**

- Assessed all accounting procedures and eliminated the need for external accounting firm.
- Implemented cash management protocols to eliminate overdrafts and fees.
- Researched, purchased and implemented new accounting software and revised General Ledger account structure for efficiency.
- Advised creation of Purchasing Agent position to consolidate staff workload and maximize productivity.

**Wolf Coach Company (acquired by L3 Communications), Auburn, MA,**

**ACCOUNTANT, 1997 - 1999**

**OFFICE ASSISTANT, 1995 – 1997**

**COMPUTER SKILLS**

Highly skilled in Excel, Proficient in MS Office including PowerPoint, Microsoft Dynamics Great Plains and Management Reporter, Blackbaud Financial Edge, Fund EZ Accounting, Paychex Paylink and Paychex Online Payroll, Apprentice level in Evolv and LWSI  
Previous experience in QuickBooks Pro, and Peachtree Accounting (now Sage)

**COMMUNITY INVOLVEMENT & VOLUNTEER EXPERIENCE**

Leadership Seacoast, Member Board of Directors June, 2015 – PRESENT;

Treasurer September, 2016 - PRESENT

Leadership Seacoast, Admissions Committee, 2014 - PRESENT

Leadership Seacoast, Program Graduate, 2013

4H, Judge for various competitions, 2013 – 2015

Barrington NH PTA 2011-2015

**EDUCATION**

**Master of Business Administration, Southern New Hampshire University**

**Graduate Certificate in Accounting, Southern New Hampshire University**

**Bachelor of Arts, Political Science, University of New Hampshire**



JANICE A. WILLIAMSON  
(603) 746-7550 Office  
Email: JanWilliamson@nafj.com

#### HIGHLIGHTS OF QUALIFICATIONS:

- 30 years of experience with non-profit organizations, the last 25 in management and program administration.
- B.A. in Sociology backed by professional development courses in human services and management.
- Graduate of U.S. Army Command and General Staff College.
- Strong track record in developing and implementing training and support programs.
- Experienced in budget development/administration and grant writing.
- Accustomed to representing agency/participant interests through public speaking and personal representation.
- Extensive experience in developing Individual Service Plans vocational curriculums.
- Extensive experience in developing Individual Educational Plans and alternate school curriculums.
- Extensive experience with administrative functions, including supervision of staff, hiring, terminations, staff development and evaluation.
- Skillful in developing and managing contracts.
- Adept at interpreting and ensuring program compliance with state and federal regulations.
- Adept at interpreting Special Education regulations and managing alternate special education schools.
- Strong leadership qualities and proven willingness to accept responsibilities demonstrated throughout civilian and military careers.
- High level of self-initiative and resourcefulness in achieving managerial objectives.
- Adept at implementing and maintaining the Mental Illness Management Services (MIMS).

#### EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.

Regional Director

Responsible for overseeing the operations of all programs in my region. Provide leadership, supervision, guidance and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

1994 to 1998 NFI NORTH, INC.

Program Director, North Country Shelter, Jefferson, NH

Responsible for total operations of co-ed program for 15 NH court ordered youth and over twenty five full-time staff. This included placement, counseling, treatment, special education, and all HR functions.

1993 to 1994 NORTHERN NH DEVELOPMENTAL SERVICES & MENTAL HEALTH, Wolfeboro, NH

Residential Coordinator of lower Carroll County located at the Carroll County Mental Health Center.

Coordinate and implement all residential programs for individuals with a mental illness. Responsible for all ISO/Enhance family care residential programs. Responsible for all compliance with state and federal regulations.

1983 to 1992 COMMUNITY SERVICES COUNCIL OF MERRIMACK COUNTY, Concord, NH

Program Administrator of the Traumatic Brain Injury Residential Program and the Vocational Training Program, both located at Franklin Falls Farm - 1989 to May 1992

Direct all aspects of rehabilitative services for brain-injured adults and progressive vocational programming for the developmentally disabled. Oversee two program managers and a staff of 18

residential and vocational trainers providing services for a caseload of 30. Administer a \$500,000 annual budget.

Developed a profitable small business program as a vocational training tool for the developmentally disabled.

Established highly successful, non-traditional alternative vocational programs for those in need of more comprehensive therapeutic programming.

Planned/supervised programming and staff involved in developing and delivering three separate vocational training programs for the developmentally disabled and mentally ill throughout central New Hampshire.

Directly involved in agency's receipt of \$200,000 "Mobility Grant" for developing the TBI program.

Established strong relations with other TBI programs nationwide.

Introduced the area's first vocational training program for the developmentally disabled by establishing a day program at a local church hall.

Formulated and implemented all program models and management systems on which the Franklin Falls Farm program was developed.

Implemented and coordinated services with outside therapists (speech, occupational, physical and behavioral).

Supervised all job coaches and trainers.

1980 to 1983 LACONIA STATE SCHOOL AND TRAINING CENTER, Laconia, NH  
Recreational Therapist

#### TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire

1979 Substitute Teacher for Middle-Secondary School

1977 to HOLBROOK SCHOOL, Holbrook, MA

1978 Substitute Teacher for Middle-Secondary School.

#### MILITARY EXPERIENCE:

1978 to UNITED STATES ARMY NATIONAL GUARD, Concord, NH

1998 Demonstrated strong leadership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the Starc level. One of New Hampshire's first two female soldiers to graduate from Officer Candidate School. 1988 recipient of the NH Army Commendation Medal for Outstanding Service. 1986 recipient of the Army Commendation Medal for Meritorious Achievement. NH's 1985 Junior Officer of the Year. 1993 recipient of the Meritorious Service Medal for Exceptional Meritorious Service.

EDUCATION: North Adams State College, North Adams, MA. B.A. in Sociology.

#### PROFESSIONAL DEVELOPMENT:

1984 to Present Completion of many staff development workshops and seminars related to direct care and management within human services.

1995 Facilitator/Trainer of Moderate Level Challenge Course.

1989 to 1993 U.S. ARMY GENERAL COMMAND AND STAFF COLLEGE, Londonderry, NH  
Officers training in management, administration, counseling and executive responsibilities.

1987 U.S. ARMY INSTITUTE FOR PROFESSIONAL DEVELOPMENT, Newport News, VA  
Advanced Management, leadership and administration.

1981 U.S. ARMY, Aberdeen, MD - Officer Basic Course.

# Jennifer L. Altieri

JenniferAltieri@Nafi.com

## Key Skills and Strengths

- Leadership – Adept at leading/managing cross-functional programs.
- Capable of leading high performing teams under tough deadlines, to meet expectations of multiple stakeholders and other regulatory entities.
- Strong communication skills (verbal and written).
- Problem solver – Creativity and forethought in solving complex project issues.
- Organizational ability and multi-tasking skills.

## Objective

To obtain a position that continues to enhance my skills and challenge further growth and development while providing leadership to plan, direct and coordinate program activities and key projects.

## Education

**Masters of Science, Clinical Mental Health Counseling**, Plymouth State University, Plymouth New Hampshire

Accredited by the Counsel for Accreditation of Counseling and Related Educational Programs (CACREP) Graduation date, December 1, of 2015. GPA 3.75

**Bachelor of Science, Human Services/Counseling**, Lyndon State College, 2002

## Professional Experience

**Program Director, NFI North Array of Services, Community Based Services, Jefferson N.H. 2009-Present.** Oversee the community based portion of the array of services which includes, Individual Service option In-home, Individual Service option Foster Care, Home Based Therapeutic Services and FAST Forward. Work with a team of people who provide diagnostic Assessment, outreach, Family Stabilization, Case Management, Care Management, Wraparound, Respite Care, Parent Education, Support Services, Evidence Based Models (such as TF-CBT, DBT, Supported Employment and many others).

**Program Director, NFI North transitional housing, Maple Lodge, Bethlehem New Hampshire. And Array of Services, Community Based, January 2016-current.**

Transferred to manage a residential program and pervasively mentally ill adults. Included a staff team of 10 + and an annual budget. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training, marketing, licensing foster homes and supervision of staff.

**Intern, NFI North Transitional Housing—Concord January 2015-December 2015**

Currently completing a 600 hour internship and providing individual therapy to three consumers at THS and co-facilitated many groups to include; morning community meeting, art therapy, wellness recovery action plan, fitness, substance abuse, seeking safety, vocational group, and community livings skills support group and coping skills. I am currently facilitating Illness Management and Recovery group and Wellness Recovery and Action Plan group. Competent in navigating the legal systems of Consumers to include the NGRI status, incompetent to stand trial and sex offenders. Knowledgeable around diagnosis of psychotic disorders.

**Program Director, NFI North Array of Services. Davenport School and ISO Services**  
2009-January 2016

Promoted to manage a residential program and school and community based services for emotionally disturbed adolescents. Included a staff team of 25 + and an annual budget. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training, marketing, licensing foster homes and supervision of staff.

**Program Director, NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.-**  
2008-2009

Promoted to manage an intermediate level treatment facility for emotionally disturbed adolescents. Included a staff of 15+. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training and supervision of staff.

**Assistant Program Director; NFI, Northern New Hampshire Youth Services,**  
Bethlehem, N.H.-June 2004-2008

Responsible for assisting the Program Director in the overall functioning and operation of the program, including administrative tasks, staff supervision, group/individual counseling and crisis intervention.

**Shift Supervisor; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.-**  
January 2002-June 2004.

Responsible for the supervision of assigned direct care staff and program consumers for designated shift.

**Residential Counselor; NFI, Northern New Hampshire Youth Services, Bethlehem,**  
N.H.- October 2000-January 2002.

Modeled appropriate behavior and social skills for adolescent girls in a residential setting. Includes tasks such as monthly reports, writing daily progress notes and having continuous contact with guardians.

## **Professional Development**

- **NH Disaster Behavioral health Response Teams Basic Training**  
The New Hampshire Department of Health and Human Services (DHHS) has developed an organized team of behavioral health providers to respond to the mental health needs of New Hampshire residents following disasters (e.g., bioterrorism, man-made or natural disasters)
- **PREPaRE: School Crisis Prevention and Intervention Training**

The **PREPaRE** curriculum has been developed by the National Association of School Psychologists (NASP) as part of NASP's decade-long leadership in providing evidence-based resources and consultation related to school crisis prevention and response. PREPaRE training is ideal for schools committed to improving and strengthening their school safety and crisis management plans and emergency response.

- **Certified training in The SOS Signs of Suicide Prevention Program (SOS).** It is a universal, school-based depression awareness and suicide prevention program designed for middle-school (ages 11–13) or high-school (ages 13–17) students.
- **Prison Rape Elimination Act (PREA) Coordinator for NFI North.** Responsible for PREA implementation, policy making and training of staff.
- **Agency trainer** utilizing NFI North's curriculum I co-train staff on professional boundaries, Treatment Intervention, Family systems, and documentation skills. Also, designed and presented at NFI North's annual conference on 'Girls finding their voice' and 'Marketing your services.'
- **Illness, Management and Recovery** Currently being trained and will obtain a 16 hour certification on this evidence based training.
- **Supported Employment** 2 day certification
- **Medication training**
- **Trauma Informed peer support training by SAMHSA** one day training developed for the National Center for Trauma Informed Care
- **PREA Coordinator for NFI North Array of Services** responsible for implementation to ensure PREA compliance to include policy, preparation for federal audit and training all staff.
- **CADY** (communities for alcohol and drug free youth) active panel member for Grafton county's restorative justice expansion program. 2013-current
- **Grant Awarded** through the Building Bridges Initiative and Transition To Permanency Project. Focused around Family Driven and Youth Guided Treatment. 8/2010
- **Grant writing workshops**, NFI, Northern New Hampshire Youth Services and The North Country consortium,
- **Suicide Prevention Conference**, YSPA of NH.

### **Membership/Affiliation**

- Member of **American Counseling Association (ACA)**
- Member of **National counseling Association (NCC)**
- Certified as a **Human Services- Board Certified Practitioner (HS-BCP)** by the Center of Credentialing and Education and the National Organization of Human Services.
- Inducted into Plymouth State University's **Upsilon Pi**, which is a chapter of **Chi Sigma Iota (CSI)**, which is an international counseling honor society.

### **Awards/Recognition**

- **Scholarship Awarded** through National Board for Certified Counselors to further my education at Plymouth State University. Scholarship awarded was \$5,000.00.
- Nominated and selected as one of the **40 under forty** recipients for New Hampshire (2014).
- **Dr. Yitzhak Bakal Essence of Leadership** award (2010)
- **Courage to Grow Award** (2001)
- **Shining Star** (2014).
- Recognition for **volunteering** time to missions trips to Nicaragua (2006) and Africa (2008.)

### **References**

- Noel Chipman, LICSW (Internship site supervisor) 1-603-229-3915
- Charlene Nickerson, MSW (Social worker at the Federal Prison in Berlin) 1-603-723-2509
- Lora Abraham, LCSW, MBA (Director II—Community health behavioral services) 1-315-798-8869 x231
- Tara MacKillop, MS (Human Resources Consulting, Inc.) 1-603-496-6332
- Dr. Steven Flynn, (Advisor at Plymouth State University) 1-603-535-3221

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paul Dann	Executive Director	\$186,732	0	0
Karen Cusano	Assistant Executive Director	\$138,000	0	0
Kristi Vazifdar	Chief Financial Officer	\$99,225	0	0
Jan Williamson	Regional Director	\$105,000	13%	\$13,650
Jennifer Altieri	Program Director	\$65,000	100%	\$65,000



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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

June 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an agreement with NFI North, Inc. Vendor #177575-B001, PO Box 417, 40 Park Lane, Contoocook, NH 03229, in an amount not to exceed \$194,320, to provide Care Management Entity services for the FAST Forward program effective July 1, 2017 or upon the date of Governor and Council approval, whichever is later, through June 30, 2019. 3% Federal Funds, 97% General Funds.

Funds are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-92-9210102053 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 18	072-509073	Grants-Federal	92102100	\$6,000
SFY 18	102-500731	Contracts for Program Services	92102053	\$91,160
SFY 19	102-500731	Contracts for Program Services	92102053	\$97,160
			<b>Total</b>	<b>\$194,320</b>

**EXPLANATION**

Funds in this agreement will be used for the provision of Care Management Entity services for the FAST Forward program, which include, but are not limited to:

- Provision of Individual Service Options (ISO) in-home services.
- Wraparound Coordination.

- Wraparound Coordinator training and coaching.
- Wraparound team meeting attendance.
- Provision of youth peer support.
- Determination of needed customizable goods and services for the children/youth receiving services and their families.
- Provision of stipends for customizable goods and services, and other non-Medicaid billable services.

Many New Hampshire children, youth, and their families experience difficulties in day-to-day life due to serious emotional disturbances and face challenges finding the right support at the right time. The children and youth are often placed out of home in residential treatment facilities, psychiatric hospitals, juvenile justice facilities, or daytime programs. Many of these placements take the children and youth out of their local schools and communities. Despite the best intentions and hard work of families and providers, services are often fragmented and difficult to navigate. New Hampshire is making great progress in addressing these challenges using the New Hampshire Wraparound program called FAST Forward. The FAST Forward program stands for "*Families and Systems Together*" and is designed to serve youth with serious emotional disturbances (SED) and their families, whose needs are not met by traditional service streams and programs, by utilizing a high fidelity Wraparound approach which is a definable, individualized, and strengths-based planning process that incorporates a child and family team and results in a unique set of services and supports for a child and family, with the plan closely monitored to achieve a positive set of outcomes.

Qualifying children and youth who are Medicaid eligible, aged six (6) through twenty-one (21), experience difficulties in day-to-day life due to a diagnosis of SED, and are at risk of multi-agency involvement. Through FAST Forward, these children, youth, and their families can be served in their home communities, while living in their natural homes and attending their community's school program. Outcomes of a high fidelity Wraparound program include, but are not limited to: increased positive social, academic, and behavioral outcomes and community connectedness for children, youth, and families; decreased out of home, school, and community placements (and duration of such); increased caregiver capacity/decreased caregiver strain; and access to programs and supports that are uniquely tailored to each child and family's culture, strengths, and goals. This is a unique program in New Hampshire to service the described population in this manner.

The utilization of high fidelity Wraparound with an SED population has demonstrated a reduction in the repeat use and duration of stays for children and youth at New Hampshire Hospital. Additionally, this program embodies the values and principles of a System of Care within the Department, which is required to be shown under RSA 135:F, System of Care Law.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

NFI North, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from March 9, 2017 through April 10, 2017. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Score Summary is attached.

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

Should Governor and Executive Council not authorize this request, families with children and youth with SED may have fewer services available to them in their community and statewide to meet the challenges that mental illness presents for these children, youth, and their families. There is likely to be an increase in out-of-community and out-of-state placements for these children and youth, as well as more frequent and longer stays for these children and youth at New Hampshire Hospital.

Area served: Statewide.

Source of Funds: Source of Funds: 3% Federal Funds from the Substance Abuse and Mental-Health Services Administration, System of Care Grant, and 97% General Funds.

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

Respectfully submitted,



Katja S. Fox  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



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

**Care Management Entity Services for  
FAST Forward**

**RFP-2018-DBH-02-CAREM**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

1.	<b>LifeShare Management Group, LLC</b>
2.	<b>NFI North, Inc.</b>
3.	<b>0</b>
4.	<b>0</b>
5.	<b>0</b>

<b>Pass/Fail</b>	<b>Maximum Points</b>	<b>Actual Points</b>
	165	91
	165	159
	165	0
	165	0
	165	0

1. **Darryll Tenney, Prog Specialist,  
Child Behavioral Hlth, Tech**
2. **Kerri Murphy, Division of Behavrl  
Health, Prog Specialist IV, Tech**
3. **Adele Gallant, Administrator,  
Bureau Child Behavrl Hlth, Tech**
4. **Erica Ungarelli, Director, Bureau of  
Child Behavioral Hlth, Cost**
5. **Tanja Milic, DBH, Business  
Administrator II, Cost**
6. \_\_\_\_\_
7. \_\_\_\_\_



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

Denis Goulet  
Commissioner

June 12, 2017

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with NFI North, Inc. of Contoocook, NH as described below and referenced as DoIT No. 2018-069.

NFI North, Inc. will provide Care Management Entity services for the FAST Forward Program. The System of Care Grant requires DHHS to implement the necessary infrastructure to support a System of Care (SOC) for serving youth with complex behavioral health concerns, such as a Serious Emotional Disturbances (SED). Under the grant period DHHS serves as the Care Management Entity (CME) for the FAST Forward program. A CME model is intended to coordinate and streamline the necessary services for families with a child/youth that has an SED.

The amount of the contract is not to exceed \$194,320.00, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/kaf  
DoIT #2018-069

cc: Bruce Smith, IT Manager, DoIT

Subject: Care Management Entity Services for FAST Forward (RFP-2018-DBH-02-CAREM)

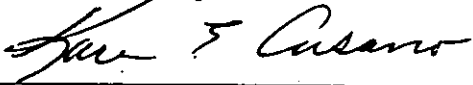
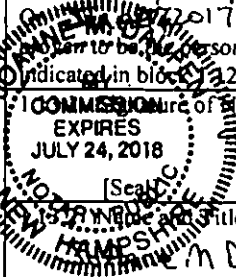
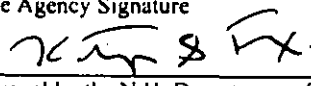
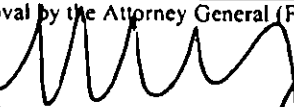
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address PO Box 417 40 Park Lane Contoocook, NH 03229	
1.5 Contractor Phone Number 603-746-7550	1.6 Account Number 05-95-92-921010-20530000	1.7 Completion Date 6/30/2019	1.8 Price Limitation \$194,320
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen E. Cusano, Asst. Executive Director	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of Merrimack June 7, 2017 June 7, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily identified to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
COMMISSIONER of Notary Public or Justice of the Peace EXPIRES JULY 24, 2018  Joanne M. Daufen			
1.14 State Agency Signature  Date: 6/9/17			
1.15 Name and Title of State Agency Signatory Katy S. Fox, Director			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Magna-Jade, Attorney 6/12/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

K/C  
6/7/12



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall ensure that all services provided to children, youth, and families are in accordance with the core values of family and youth driven, culturally and linguistically competent, and community based.
- 1.2. The Contractor shall submit a detailed description of the language assistance/ communication access services they will provide to persons with limited English proficiency or who have communication disabilities to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

### 2. Scope of Services

- 2.1. The Contractor shall work collaboratively with the children, youth, and families enrolled in the FAST Forward program, as well as service providers, in the process of assessing each family member's capabilities and challenge areas in order to develop supports and interventions that are effective, individualized and acknowledge the strengths of the family.
- 2.2. The Contractor shall provide Wraparound Coordination which includes, but is not limited to:
  - 2.2.1. Maintaining a minimum of five (5) Wraparound Coordinators.
  - 2.2.2. Expanding the Wraparound Coordination staff as needed, which is contingent on prior approval from DHHS.
  - 2.2.3. Maintaining a maximum caseload per Wraparound Coordinator of seven (7) to eight (8) children/youth and their families.
  - 2.2.4. Maintaining a Licensed Clinician, trained in System of Care principles, who will provide clinical consultation and add a resource for therapy as needed during transitions to local community mental



- health centers and other community service providers for individual and family therapy.
- 2.2.5. Following the practices outlined in the NH Wraparound Model curriculum.
  - 2.2.6. Developing a community-based Plan of Care using the individualized wraparound process and providing support in meeting the needs and objectives of the Plan.
  - 2.2.7. Coordinating and monitoring services between community agencies to ensure needs are being effectively and appropriately met, as outlined in the child/youth's Plan of Care.
  - 2.2.8. Assisting the child/youth and their family in identifying natural supports and community-based opportunities and activities that nurture strengths, skills, and resilience including, but not limited to:
    - 2.2.8.1. Sports.
    - 2.2.8.2. Arts.
    - 2.2.8.3. Clubs.
    - 2.2.8.4. Volunteering.
  - 2.2.9. Providing the child/youth and their family with educational information and materials, as needed.
  - 2.2.10. Establishing a trusting relationship with the child/youth and their family.
  - 2.2.11. Accepting and encouraging the racial, ethnic, linguistic, religious, national, international, and political diversity of individuals while promoting understanding and respect for the culture, heritage, history, beliefs and values of all children, youth, families, and staff, regardless of age, sex, sexual orientation, gender identity, or gender expression.
  - 2.2.12. Scheduling, coordinating, and facilitating Family Team Wraparound Meetings monthly that will consist of members identified in collaboration with the child/youth and their family, in order to coordinate services to meet the needs of the family.
  - 2.2.13. Developing cooperative working relationships with all members of the Provider Network serving the child/youth and their family, while ensuring that services from providers are conducted as outlined in the Plan of Care.
  - 2.2.14. Establishing and maintaining communication with the child or youth's school program.
  - 2.2.15. Entering appropriate, case-specific information into the data system.



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- 2.2.15.1. The Contractor must have an appropriate data system that meets the Federal Requirements of HIPAA and the ability to bill Medicaid.
  - 2.2.16. Assisting families with the development of a safety or crisis plan.
  - 2.3. The Contractor shall provide additional supports to the child/youth and their family including, but not limited to:
    - 2.3.1. Local transportation.
    - 2.3.2. Family treatment.
    - 2.3.3. Twenty-four (24-hour) crisis intervention.
    - 2.3.4. Individual counseling.
    - 2.3.5. Medical coordination.
  - 2.4. The Contractor shall collaborate with agencies statewide to provide Wraparound Coordination Services including, but not limited to:
    - 2.4.1. UNH - Institute on Disability.
    - 2.4.2. NAMI-NH.
    - 2.4.3. Bureau of Children's Behavioral Health.
    - 2.4.4. Peer support agencies.
    - 2.4.5. Community Mental Health Centers
  - 2.5. The Contractor shall provide Individual Service Options (ISO) Intensive In-Home services in accordance with He-C 6339, which include, but are not limited to:
    - 2.5.1. Crisis support.
    - 2.5.2. Intensive behavioral supports.
    - 2.5.3. Planned and emergency respite.
  - 2.6. The Contractor shall provide Youth Peer Support to all youth who are served within the System of Care in order to enhance their ability to set goals for quality of life and transition to adulthood, achieve greater independence in advocating for themselves, and manage their own wellness goals, while increasing resilience. Youth Peer Support services include, but are not limited to:
    - 2.6.1. Strategic sharing of lived experience to decrease peer isolation.
    - 2.6.2. Encouraging youth to share their own experiences in order to self-advocate and drive their own goals and planning.
    - 2.6.3. Supporting youth to identify triggers and barriers and to develop their own wellness plans.

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- 2.6.4. Supporting youth to make informed decisions over all the domains of their life.
- 2.6.5. Assisting youth with participating in crisis prevention planning activities and to understand their own crisis plans.
- 2.6.1. Supporting youth in understanding and taking pride in one's own diversity, as well as encouraging understanding, respect, sensitivity, and acceptance of the diversity of others.
- 2.6.2. Supporting youth in forming or maintaining community connections and informing youth of opportunities for leadership trainings or systems level engagement including, but not limited to:
  - 2.6.2.1. Wellness groups.
  - 2.6.2.2. Advisory groups.
  - 2.6.2.3. Focus groups.
  - 2.6.2.4. Regional planning activities.
- 2.6.3. Supporting youth in navigating and understanding public and community resources, and how to access them.
- 2.6.4. Offering services through Youth MOVE NH.
- 2.6.5. Partnering with entities to help educate youth and their families on community resources including, but not limited to:
  - 2.6.5.1. Schools.
  - 2.6.5.2. 211.
  - 2.6.5.3. Parent Information Centers (PIC).
  - 2.6.5.4. Local parks and rec.
  - 2.6.5.5. Department of Health and Human Services.
  - 2.6.5.6. NH EASY.
  - 2.6.5.7. Public health offices.
  - 2.6.5.8. Clinics.
  - 2.6.5.9. Churches.
  - 2.6.5.10. YMCA.
  - 2.6.5.11. Local AA and NA chapters.
- 2.7. The Contractor shall make a determination of the appropriate stipends for customizable goods and services on a one-time versus on-going basis that are intended to support a family member with meeting identified underlying needs, and shall distribute the goods and services. Customizable goods and services may include, but are not limited to:
  - 2.7.1. A tank of home heating oil in the winter.

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- 2.7.2. Prosocial therapeutic activities, including but not limited to, wellness classes and required equipment.
- 2.7.3. Gas cards for a family to go to a treatment center with their child/youth.
- 2.8. The Contractor shall train and coach Wraparound Coordinators by methods including, but not limited to:
  - 2.8.1. Obtaining services from the Institute on Disability at the University of New Hampshire (IOD) to provide coaching and training for the FAST Forward program staff.
  - 2.8.2. Ensuring that Wraparound Coordinators and supporting staff complete trainings which include, but are not limited to:
    - 2.8.2.1. Wraparound Coordinators and program manager shall attend all three (3) days of NH Wraparound Model Facilitator training.
    - 2.8.2.2. Wraparound Coordinators, Program Director and other designated agency staff shall complete the Cultural and Linguistic Competency training (from NH Office of Minority or Refugee Affairs).
    - 2.8.2.3. Wraparound Coordinators should attend monthly wraparound supervision group.
    - 2.8.2.4. Wraparound Coordinators shall work with two (2) families for at least three (3) months and passed a fidelity of implementation check administered by his or her coach.
    - 2.8.2.5. The Wraparound Coordinator shall apply on the IOD website and be approved as a certified Wraparound Coordinator.
  - 2.8.3. Coaching on a schedule including, but not limited to:
    - 2.8.3.1. Weekly for the first six (6) months of employment.
    - 2.8.3.2. Bi-weekly from month six (6) to month (12).
    - 2.8.3.3. Monthly after one year of service.
- 2.9. The Contractor shall ensure that Wraparound Coordinators have the knowledge and skills required to effectively work with families, including considerable knowledge and skill in the domain of cultural and linguistic competence, as detailed in the NH Children's Behavioral Health Core Competencies, available at:  
[http://iod.unh.edu/sites/default/files/media/NHChildrensBehav/nh\\_bhcompetencies\\_final.pdf](http://iod.unh.edu/sites/default/files/media/NHChildrensBehav/nh_bhcompetencies_final.pdf)
- 2.10. The Contractor shall encourage the diversity that children, youth, and their families may bring to their FAST Forward encounters by collaborating with



- the DHHS Behavioral Health Cultural and Linguistic Competence (CLC) Coordinator for technical assistance which includes, but is not limited to:
- 2.10.1. Conducting a CLC organizational assessment.
  - 2.10.2. Developing a plan to increase access to and quality of appropriate behavioral health services for all potential populations.
  - 2.10.3. Participating in the Behavioral Health Equity Work Group, a peer learning network of children's behavioral health and child serving organizations.
- 2.11. The Contractor shall administer evaluation tools in accordance with the FAST Forward Program Manual which include, but are not limited to:
- 2.11.1. The Outcome Rating Scale (ORS) which is a quantitative youth and family self-report survey. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.
  - 2.11.2. The Meeting Rating Scale, also known as Session Rating Scale (SRS), which is a quick survey of the family and youth at each Wraparound Team Meeting. It is administered at the end of each Wraparound Team Meeting. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.
  - 2.11.3. The Document Review Measure (DRM), which is a review of case file content, is completed by the FAST Forward Program Manager. The Vendor must allow the FAST Forward Program Manager access to case documents for this review to be completed.
  - 2.11.4. The Children and Adolescent Needs and Strengths (CANS) tool which is an initial assessment to determine a child/youth's eligibility for the FAST Forward Program and an on-going review measure, to be completed at a minimum of every six (6) months, to measure for progress with the child/youth and family's needs and strengths.
    - 2.11.4.1. The Contractor will be responsible for completing this assessment, unless completed by child/youth's clinician.
    - 2.11.4.2. The assessment will be kept in the family's case record and the FAST Forward Program Manager may request the information in order to do a Quality Assurance.
- 2.12. The Contractor shall ensure that a leadership team of up to three (3) members participates in an annual peer review process which includes, but is not limited to:
- 2.12.1. Review of program services.
  - 2.12.2. Documentation and Outcome Data Review.



- 2.12.3. Anonymous survey questionnaires for children/youth and their families.
- 2.12.4. Interviews which include, but are not limited to:
  - 2.12.4.1. Children/Youth and their families
  - 2.12.4.2. Wraparound Coordinators.
  - 2.12.4.3. Sub-contractors and stakeholders.
  - 2.12.4.4. Program Director.

### 3. Staffing

- 3.1. The Contractor shall maintain a minimum of five (5) Wraparound Coordinators.
- 3.2. The Contractor shall provide sufficient supervisory and administrative support for the Wraparound Coordinators.
- 3.3. The Contractor shall employ one (1) Program Director.
- 3.4. The Contractor shall employ one (1) Licensed Clinician.
- 3.5. The Contractor shall maintain an ISO program staff that is consistent with He-C 6339 standards.
- 3.6. The Contractor shall maintain per diem direct support staff as needed.

### 4. Definitions

- 4.1. **Children** – Children ages five (5) through ten (10).
- 4.2. **FAST Forward (Families and Systems Together)** – A program designed to provide support to children, youth, and their families by using a high fidelity Wraparound approach, and adhering to a System of Care model.
- 4.3. **He-C 6339** – He-C 6339 identifies qualification and performance requirements to become a provider of community based in-home services for the Division of Children, Youth and Families (DCYF) and service provision for the FAST Forward program. The proposed rule includes: five (5) different providers of services: child health support services, home based therapeutic services, therapeutic day treatment, adolescent community therapeutic services, and in-home individual service options (ISO). The rule applies to the community-based in-home service providers who receive Medicaid or financial reimbursement from the Department for services provided to children and families.
- 4.4. **Individual Service Options (ISO) Intensive In-Home Services** – ISO (Individual Service Options) in-home services usually last up to six (6) months, though this can be extended with agreement from the treatment team. This service can be used to help strengthen families and prevent removal of children from the home, or can be used to assist in the reunification process. Services delivered to the home include





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individual/family counseling and support, 24/7 on call emergency support, respite, crisis management, treatment plan development and implementation, transportation, advocacy with schools, health providers and other community resources and assistance with any other identified needs.

4.5. **Wraparound:** A definable, individualized and strengths-based planning process that incorporates a child and family team and results in a unique set of services and supports for a child and family, with the plan closely monitored to achieve a positive set of outcomes.

4.6. **Youth** – Youth ages eleven (11) through twenty-one (21).

## 5. Deliverables

5.1. The Contractor shall provide Wraparound Coordination to a minimum of thirty-five (35) children/youth and their families per year.

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Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made as follows:
  - 2.1. The Contractor will submit an invoice by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 2.2. The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services  
Division for Behavioral Health  
105 Pleasant Street  
Concord, NH 03301
3. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
6. Funds anticipated to be available from the Department of Health and Human Services (Department) are:
  - 6.1. \$5,000 per State Fiscal Year for administrative services, for a total two-year value of \$10,000.
  - 6.2. \$27,000 per State Fiscal Year for attendance of Wraparound team meetings, for a total two-year value of \$54,000.
    - 6.2.1. Natural supports, for example a neighbor, grandmother, or coach, may receive up to \$25.00 per hour.
    - 6.2.2. Master level professionals may receive up to \$50.00 per hour.
  - 6.3. \$45,000 per State Fiscal Year for Customizable Goods and Services for families (with a \$1,000 cap per family), for a total two-year value of \$90,000.



Exhibit B

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- 6.4. \$20,160 per State Fiscal Year for the Vendor to subcontract for Youth Peer Support and Leadership, for a total two-year value of \$40,320.
  - 7. The Department will prior authorize services as listed below, and then the Vendor will bill Medicaid. The Department will approve the use of the necessary ISO code for billing. The Medicaid billing rates will be:
    - 7.1. \$70 per day for Care Coordination.
    - 7.2. \$130 per day to include Care Coordination, along with the full array of ISO Level services.

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New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

Budget Period: SFY 2019 (7/1/2018-6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 378,504.98	\$ 37,850.50	\$ 414,155.48	\$ 371,504.98	\$ 37,850.50	\$ 409,155.48	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ 101,856.34	\$ 10,185.63	\$ 111,821.97	\$ 101,856.34	\$ 10,185.63	\$ 111,821.97	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 11,025.00	\$ 1,102.50	\$ 12,127.50	\$ 11,025.00	\$ 1,102.50	\$ 12,127.50	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -
6. Travel	\$ 38,500.00	\$ 3,850.00	\$ 42,350.00	\$ 38,500.00	\$ 3,850.00	\$ 42,350.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 39,843.57	\$ 3,984.36	\$ 43,807.93	\$ 39,843.57	\$ 3,984.36	\$ 43,807.93	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ 50.00	\$ 550.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -
Subscriptions	\$ 800.00	\$ 80.00	\$ 880.00	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -
Insurance	\$ 6,820.00	\$ 682.00	\$ 7,502.00	\$ 6,820.00	\$ 682.00	\$ 7,502.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 85,000.00	\$ 8,500.00	\$ 93,500.00	\$ 38,000.00	\$ 3,800.00	\$ 41,800.00	\$ 27,000.00	\$ -	\$ 27,000.00
12. Subcontracts/Agreements	\$ 353,280.00	\$ 35,328.00	\$ 388,588.00	\$ 333,100.00	\$ 33,328.00	\$ 366,428.00	\$ 20,180.00	\$ -	\$ 20,180.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 65,000.00	\$ 6,500.00	\$ 71,500.00	\$ 20,000.00	\$ 2,000.00	\$ 22,000.00	\$ 45,000.00	\$ -	\$ 45,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 1,887,959.87	\$ 188,795.89	\$ 1,884,765.84	\$ 986,799.87	\$ 108,766.89	\$ 1,059,854.84	\$ 87,180.00	\$ -	\$ 87,180.00

Indirect As A Percent of Direct

10.0%

Contractor Initials: *YC*  
Date: *6/2/17*

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entry Services for FAST Forward

Budget Period: SFY 2018 (7/1/2017-6/30/2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by D-BIB contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 367,024.00	\$ 36,202.40	\$ 398,226.40	\$ 357,024.00	\$ 36,202.40	\$ 393,226.40	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ 97,746.48	\$ 9,774.65	\$ 107,521.13	\$ 97,746.48	\$ 9,774.65	\$ 107,521.13	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 10,500.00	\$ 1,050.00	\$ 11,550.00	\$ 10,500.00	\$ 1,050.00	\$ 11,550.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ 75.00	\$ 825.00	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -
6. Travel	\$ 38,000.00	\$ 3,800.00	\$ 41,800.00	\$ 38,000.00	\$ 3,800.00	\$ 41,800.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 37,434.72	\$ 3,743.47	\$ 41,178.19	\$ 37,434.72	\$ 3,743.47	\$ 41,178.19	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ 50.00	\$ 550.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -
Subscriptions	\$ 800.00	\$ 80.00	\$ 880.00	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 500.00	\$ 50.00	\$ 550.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -
Insurance	\$ 6,200.00	\$ 620.00	\$ 6,820.00	\$ 6,200.00	\$ 620.00	\$ 6,820.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ -	\$ -	\$ -
11. Self Education and Training	\$ 65,000.00	\$ 6,500.00	\$ 71,500.00	\$ 38,000.00	\$ 3,800.00	\$ 41,800.00	\$ 27,000.00	\$ -	\$ 27,000.00
12. Subcontracts/Agreements	\$ 353,260.00	\$ 35,326.00	\$ 388,586.00	\$ 333,100.00	\$ 33,326.00	\$ 366,426.00	\$ 20,180.00	\$ -	\$ 20,180.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client expenses including family goods & services	\$ 65,000.00	\$ 6,500.00	\$ 71,500.00	\$ 20,000.00	\$ 2,000.00	\$ 22,000.00	\$ 45,000.00	\$ -	\$ 45,000.00
TOTAL	\$ 1,869,213.29	\$ 186,921.52	\$ 1,176,136.72	\$ 972,053.29	\$ 106,921.52	\$ 1,078,974.81	\$ 97,146.00	\$ -	\$ 97,146.00
Indirect As A Percent of Direct			10.0%						

Contractor Initials: *KC*  
Date: *6/7/17*



**SPECIAL PROVISIONS**

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

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



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

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

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

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6/27/17

New Hampshire Department of Health and Human Services  
Exhibit C



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

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





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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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6/7/17



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: NEI NORTH, INC

6/7/17  
Date

[Signature]  
Name: Karen E. Cusano, M.Ed  
Title: Assistant Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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.

Contractor Name: NFI NORTH, INC

Name: Karen E. Cisano, M.Ed.  
Title: Assistant Executive Director

6/7/17  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: NFI NORTH, INC.

6/7/17  
Date

Karen E. Cusano  
Name: Karen E. Cusano, M.Ed.  
Title: Assistant Executive Director





**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

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

Contractor Initials

KC

Date

6/7/17

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: *NFI NORTH, INC*

6/7/17  
Date

*Karen E. Casano*  
Name: *Karen E. Casano, MEd.*  
Title: *Assistant Executive Director*

Exhibit G

Contractor Initials *KC*

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

Date 6/7/17



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: *NPI NORTH, INC.*

6/7/17  
Date

*Karen E. Cusano*  
Name: *Karen E. Cusano*  
Title: *Assistant Executive Director*



Exhibit I

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

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

(1) **Definitions.**

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

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KC

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Exhibit I

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

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

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

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Contractor Initials

KC

Date

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Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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Contractor Initials

KC

Date

6/7/17





Exhibit I

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

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

\_\_\_\_\_  
The State

[Signature]  
Signature of Authorized Representative

Kathy S. [Signature]  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/9/17  
Date

NFI NORTH, INC  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Karen E. Cusano, M.Ed.  
Name of Authorized Representative

Assistant Executive Director  
Title of Authorized Representative

6/7/17  
Date



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

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

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

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

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

The 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: *NFI NORTH, INC.*

*6/7/17*  
Date

*[Signature]*  
Name: *Karen Cusan O, M.Ed.*  
Title: *Assistant Executive Director*



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: 945826951
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: _____

KC  
6/7/17