

15
MAY

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

Lori A. Shibleyette
 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

August 31, 2020

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 amend an existing **Sole Source** contract with NFI North, Inc. (VC#177575-B001), Contoocook, NH to expand their community Transitional Housing Program for adults who have severe mental illness or severe and persistent mental illness, by increasing the number of beds from sixty (60) to seventy-six (76) and increasing the price limitation by \$2,079,800 from \$2,400,000 to \$4,479,800 with no change to the contract completion date of June 30, 2022 effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on July 15, 2020, item #6.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41170000 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204117	\$1,200,000	\$1,382,800	\$2,582,800
2022	102-500731	Contracts for Prog Svc	92204117	\$1,200,000	\$697,000	\$1,897,000
			Subtotal	\$2,400,000	\$2,079,800	\$4,479,800

EXPLANATION

This request is **Sole Source** because the Department did not receive any responses to the Request for Application, posted April 24, 2020 and closed May 15, 2020, to operate these sixteen (16) transitional housing program beds. In the interest of maintaining Transitional Housing capacity statewide, and the public's health and safety, the Department has identified this vendor as having the capacity and expertise to quickly respond to the Transitional Housing Program needs for these sixteen (16) beds.

The purpose of this request is expand the existing contract to include eight (8) additional transitional housing program beds in the Greater Manchester Region and eight (8) additional beds in another area in the state, as approved by the Department, for adults who have severe mental illness or severe and persistent mental illness and are eligible for community mental health services, and no longer meet the level of care provided by New Hampshire Hospital or designated receiving facilities. With successful transitions for these patients, it is anticipated that this will enable beds to open at New Hampshire Hospital and the designated receiving facilities thus having a positive impact on individuals waiting in emergency departments for a bed. Individuals participating in the transitional housing program will receive the necessary services to support and promote rehabilitation that will facilitate a transition to independent living in the community.

The population served are individuals who are at least eighteen (18) years of age and older, have been diagnosed with a severe mental illness or severe and persistent mental illness, and meet eligibility criteria for community mental health services at a community mental health center as defined in New Hampshire Administrative Rule He-M 401. Approximately sixteen (16) individuals will be served from October 1, 2020 to June 30, 2022.

The program serves the clinical, medical, vocational, and residential needs of adult men and women with mental illness. The program services include: psychiatric services, medication management, clinical services, medical services, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, and support for community connectedness and family involvement.

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

- Quarterly meetings to review submitted quarterly reports that outline the number of beds occupied, programmatic services provided to each individual, each individual's progress towards independent living, and incoming cases.
- Annual review of the effectiveness of services will be measured using the Adult Needs and Strengths Assessment, or other approved evidence based assessment.
- Evaluation of individual service encounter data that is submitted through the Department's Phoenix reporting system will inform care monitoring and ongoing agency wide quality service monitoring.
- Submission of monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.
- Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.

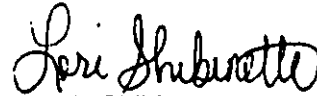
As referenced in Exhibit A, Revisions to Standard Contract Language, Paragraph 1.2 of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request sixteen (16) Transitional Housing Program beds will no longer be available to individuals in need of transitional residential treatment services who are transitioning from New Hampshire Hospital or a designated receiving facility to the community which, in turn, limits the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Greater Manchester and an additional Mental Health Region

Source of Funds: General Funds

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Shabinette". The signature is fluid and cursive, with the first name "Lori" being more prominent than the last name "Shabinette".

Lori A. Shabinette
Commissioner



New Hampshire Department of Health and Human Services Transitional Housing Programs

State of New Hampshire Department of Health and Human Services Amendment #1 to the Transitional Housing Programs Contract

This 1st Amendment to the Transitional Housing Program contract (hereinafter referred to as "Amendment #1") 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 with a place of business at 40 Park Lane, Contoocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020, #16, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or 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:
\$4,479,800.
2. Add Exhibit B, Scope of Services, Section 1. Statement of Work, Subsection 1.1., Paragraph 1.1.4. to read:
 - 1.1.4. An eight (8) bed Transitional Housing Program in mental health region seven (7) at the Contractor's Greater Manchester location.
 - 1.1.5. An eight (8) bed Transitional Housing Program in another mental health region as approved by the Department in writing within thirty (30) days of contract approval.
3. Modify Exhibit B, Scope of Services, Section 7. Use of Premises for the State Owned Buildings – Governor Hugh Gallen State Office Park Campus, by deleting it in its entirety and replacing it to read:
 7. **Use of Premises for the State Owned Buildings – Governor Hugh Gallen State Office Park Campus**
 - 7.1. The Contractor shall use the buildings owned by the State of New Hampshire, identified by the Department as Bayberry House, Brick House, Grey House, Pond Place East, Pond Place West, Yellow House, and Howard Recreational Center, to provide the Transitional Housing Program on the Hugh Gallen State Office Park South Campus in Concord, New Hampshire (hereinafter "premises") to provide transitional housing services as specified in this Exhibit B.
 - 7.2. The Contractor agrees that routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances). Routine building maintenance does not include damage resulting in abuse or neglect by the Contractor or its agents, consumers, and visitors.
 - 7.3. The Contractor shall:
 - 7.3.1. Establish accounts for all utilities (Natural Gas, Water, Sewer, Waste Disposal and Electric) in the name of the Contractor, with NHH named as "second" on each utility account. Invoices for each utility shall be sent directly to, and paid by, the Contractor;
 - 7.3.2. Reimburse the State for utilities based on allocated one-third (1/3) the square footage of the Howard Recreational Center;
 - 7.3.3. Assign a liaison and backup to develop a Maintenance and Housekeeping



New Hampshire Department of Health and Human Services Transitional Housing Programs

Checklist for routine repairs and maintenance needs. The Maintenance and Housekeeping Checklist will be available for the Hospital to review and prioritize during the monthly inspection conducted by the Hospital. Liaisons will be the only persons who shall contact Hospital Facilities or Environmental Services Offices;

- 7.3.4. Designate a liaison to be responsible for all keys, to include distribution, tracking, and communication with the Hospital Facilities Office for lock repair or key replacement;
- 7.3.5. Be responsible for routine household tasks, such as, moving of furniture, changing light bulbs, and minor plumbing repairs, such as, toilet unclogging;
- 7.3.6. Be responsible for housekeeping in accordance with checklist references in Paragraph 7.3.3. above;
- 7.3.7. Be responsible for window air conditioners maintenance, repairs, and replacement;
- 7.3.8. Be responsible to call State Office Complex Police if there is an emergency requiring maintenance after normal business hours;
- 7.3.9. Be responsible for maintenance, repair, and replacement of household appliances, such as refrigerators, dishwashers, washer and dryer, and stoves;
- 7.3.10. Be responsible for maintenance, repair, and replacement of landscaping features and decorations, such as gazebos, gazing balls, etc.;
- 7.3.11. Conduct monthly fire extinguisher inspections, in coordination with Hospital Facilities Office. Maintain, or replace the extinguishers annually as necessary;
- 7.3.12. Be responsible for any damage due to occupancy, or leasehold improvements, including interior painting and floor covering repair or replacement. In no case shall the Contractor make improvements without the written permission of the New Hampshire Hospital Facilities Office;
- 7.3.13. Use the Department's Information Technology (IT) cables only as approved by the IT Department;
- 7.3.14. Pay for the personal alarm ("Life Alert") system;
- 7.3.15. Be responsible for snow removal and de-icing of steps and walkways adjacent to the buildings;
- 7.3.16. Be responsible for the purchase, supply, laundering, and management of all linens (sheets, pillowcases, bath towels, and face cloths);
- 7.3.17. Be responsible for laundering and management of all client personal items;
- 7.3.18. Ensure all buildings are reasonably maintained, kept sanitary, and clean between scheduled cleaning inspections and services provided by the Hospital;
- 7.3.19. Ensure all buildings are free of pests and pay for pest extermination services if needed; and
- 7.3.20. Dispose of recycling materials.
- 7.4. The Contractor shall have the right to utilize the onsite parking lots and acknowledges that no reserved parking is provided as part of this Agreement.
- 7.5. The Contractor confirms the premises has been inspected and the condition of the premises is acceptable.

DS
PLD



New Hampshire Department of Health and Human Services Transitional Housing Programs

- 7.6. The Contractor shall obtain written consent from the State of New Hampshire prior to performing or constructing any additions, alterations or improvements to the premises.
- 7.7. The Contractor shall ensure all work, repairs, renovations, or replacements approved by the State in Paragraph 7.3.3. are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.
- 7.8. The Contractor shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State of New Hampshire is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the State of New Hampshire, and at the Contractor's own expense:
 - 7.8.1. Place in satisfactory condition in every particular, all guaranteed work and correct all defects therein;
 - 7.8.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State of New Hampshire, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
 - 7.8.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 7.9. The Contractor is responsible for all repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.
- 7.10. The Contractor shall be subject to general supervision by the State of New Hampshire. The Contractor shall be subject to rules and regulations prescribed by the State of New Hampshire including, but not limited to, meeting the requirements of the Department's Health Facilities Administration, and the State of New Hampshire Public Works Department.
- 7.11. The Contractor shall protect, repair and maintain the premises in good order and condition and shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.
- 7.12. The Contractor shall at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.
- 7.13. Should the Contractor discover any violations to applicable federal, state and local laws, rules, regulations or standards, the Contractor shall report the violations immediately to the Department and, at their own expense, be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules and regulations and standards.
- 7.14. The Contractor agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the premises, at all times (with reasonable notice) for any purpose, including inspection, and the Contractor shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.
- 7.15. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under



New Hampshire Department of Health and Human Services Transitional Housing Programs

this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. The Contractor expressly waives all claims against the State of New Hampshire for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

- 7.16. The Contractor agrees, to indemnify, save, hold harmless and defend the State and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Facilities Use Agreement section and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the State or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
- 7.17. The Facilities Use section of this Agreement is effective only insofar as the rights of the Contractor in the premises involved are concerned, and the Contractor shall obtain such permission as may be necessary on account of any other existing rights.
- 7.18. The terms of the Facilities Use section of this Agreement shall not be transferred or assigned. The Contractor agrees that on the Completion Date of this Agreement, it shall vacate the premises and shall, remove all personal property and restore the premises to a condition satisfactory to the State, with damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor neglects to remove their personal property and to so restore the premises, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the premises to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
- 7.19. The Contractor and the State agree that no notices, orders, directions, determinations, requirement consents, or approvals under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed to the State:

New Hampshire Hospital
Attn: Director of Facilities
36 Clinton Street
Concord, NH, 03301

- 7.20. The Department's New Hampshire Hospital shall:

- 7.20.1. Conduct scheduled preventative maintenance inspections and repairs for all equipment to include, heating and cooling systems, sump pumps, plumbing fixtures, drains, and backflow preventers;
- 7.20.2. Replace, as needed, equipment to include, heating and cooling systems, sump pumps, plumbing fixtures, drains, backflow preventers, and generators;
- 7.20.3. Maintain all electrical wiring and related hard-wired lighting, receptacles and panel board fixtures;



New Hampshire Department of Health and Human Services Transitional Housing Programs

-
- 7.20.4. Maintain all fire protection related equipment, except fire extinguishers;
 - 7.20.5. Respond to requests for routine maintenance during normal business hours, Monday through Friday 7:00 AM - 3:00 PM;
 - 7.20.6. Respond immediately to emergency maintenance requests that threaten the health and safety of consumers, staff, and property as needed, twenty-four (24) seven (7) days per week;
 - 7.20.7. Tour each building as needed, or requested to inspect the building and to review and prioritize the Maintenance Checklist developed by the Contractor Liaison;
 - 7.20.8. Provide monthly testing of each generator and egress lighting, and provide the Contractor with written documentation of the testing and results;
 - 7.20.9. Conduct fire drills in accordance with applicable compliance regulations, and provide the Contractor with written documentation of the test and results;
 - 7.20.10. Conduct sprinkler inspections in accordance with applicable local, State, and federal regulations, and provide the Contractor with written documentation of the test and results;
 - 7.20.11. State Office Complex Police will provide Police Coverage and Protection including Life-Alert;
 - 7.20.12. Monitor Transitional Housing Services environment via the building automation system;
 - 7.20.13. Clean kitchen exhaust ductwork on an annual basis; and
 - 7.20.14. Maintain locks and replace lost or damaged keys at a price to be determined by the Hospital.
- 3.4. The Department shall provide ground maintenance, defined as the following:
- 7.20.15. Mowing of lawns;
 - 7.20.16. Trimming of bushes and shrubs;
 - 7.20.17. Plowing of roads; and
 - 7.20.18. Maintenance of trees.
4. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.4., to read:
- 3.5. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C-1, Budget, C-1, Amendment 1, Budget, C-2, Budget and C-2, Amendment 1, Budget for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
- 3.5.1. Invoices of this nature shall include general ledger detail indicating the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:
- 3.5.1.1. First and last name of client.
 - 3.5.1.2. Date of birth.
 - 3.5.1.3. Medicaid ID number.
 - 3.5.1.4. Date of Service identifying date, units, and any possible third party reimbursement received.



**New Hampshire Department of Health and Human Services
Transitional Housing Programs**

-
5. Modify Exhibit C-1, Budget and replace in its entirety with Exhibit C-1, Amendment 1 Budget, which is attached hereto and incorporated by reference herein.
 6. Modify Exhibit C-2, Budget and replace in its entirety with Exhibit C-2, Amendment 1 Budget, which is attached hereto and incorporated by reference herein.

DS
PLD.



**New Hampshire Department of Health and Human Services
Transitional Housing Programs**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. 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

9/3/2020

Date

DocuSigned by:

Christine Santaniello

BA054EEFCE04B4

Name: Christine Santaniello

Title: Director

NFI North, Inc.

9/2/2020

Date

DocuSigned by:

Paul Dann

BA52B9D39E8440E...

Name: Paul Dann

Title: Executive Director



**New Hampshire Department of Health and Human Services
Transitional Housing Programs**

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

OFFICE OF THE ATTORNEY GENERAL

9/3/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos", enclosed in a rectangular box.

08CA9302E32C44E

Name: Catherine Pinos

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:

Transitional Housing Programs

Exhibit C-1, Amendment 1 Budget

New Hampshire Department of Health and Human Services

Contractor name: NFI North, Inc.

Budget Request for: Transitional Housing Programs

Budget Period: SFY 2021 G&C Approval - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,272,989.98	\$ 527,299.00	\$ 5,800,288.98	\$ 4,256,462.98	\$ 425,646.30	\$ 4,682,109.27	\$ 1,016,527.02	\$ 101,652.70	\$ 1,118,179.70
2. Employee Benefits	\$ 1,421,483.72	\$ 142,148.37	\$ 1,563,632.09	\$ 1,147,456.88	\$ 114,745.99	\$ 1,262,202.87	\$ 274,023.63	\$ 27,402.39	\$ 301,426.22
3. Consultants	\$ 702,972.00	\$ 70,297.20	\$ 773,269.20	\$ 567,453.06	\$ 56,745.31	\$ 624,198.36	\$ 135,518.94	\$ 13,551.89	\$ 149,070.84
4. Equipment:									
Rental	\$ 17,666.64	\$ 1,766.66	\$ 19,433.30	\$ 14,260.87	\$ 1,426.09	\$ 15,686.95	\$ 3,405.77	\$ 340.58	\$ 3,746.35
Repair and Maintenance	\$ 9,800.00	\$ 980.00	\$ 10,780.00	\$ 7,910.76	\$ 791.08	\$ 8,701.83	\$ 1,889.24	\$ 188.92	\$ 2,078.17
Purchase/Depreciation	\$ 227,829.70	\$ 22,782.97	\$ 250,612.67	\$ 183,908.69	\$ 18,390.87	\$ 202,299.56	\$ 43,921.01	\$ 4,392.10	\$ 48,313.11
5. Supplies:									
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 807.22	\$ 80.72	\$ 887.94	\$ 192.78	\$ 19.28	\$ 212.06
Lab									
Pharmacy	\$ 46,000.00	\$ 4,600.00	\$ 50,600.00	\$ 37,132.12	\$ 3,713.21	\$ 40,845.33	\$ 8,867.88	\$ 886.79	\$ 9,754.67
Medical									
Office	\$ 27,000.00	\$ 2,700.00	\$ 29,700.00	\$ 21,794.94	\$ 2,179.49	\$ 23,974.43	\$ 5,205.06	\$ 520.51	\$ 5,725.57
6. Travel	\$ 58,462.00	\$ 5,846.20	\$ 64,308.20	\$ 47,191.70	\$ 4,719.17	\$ 51,910.87	\$ 11,270.30	\$ 1,127.03	\$ 12,397.33
7. Occupancy	\$ 318,744.39	\$ 31,874.44	\$ 350,618.83	\$ 257,296.85	\$ 25,729.68	\$ 283,026.53	\$ 61,447.54	\$ 6,144.75	\$ 67,592.30
8. Current Expenses									
Telephone	\$ 61,720.00	\$ 6,172.00	\$ 67,892.00	\$ 49,821.62	\$ 4,982.16	\$ 54,803.78	\$ 11,898.38	\$ 1,189.84	\$ 13,088.22
Postage	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 1,614.44	\$ 161.44	\$ 1,775.88	\$ 385.56	\$ 38.56	\$ 424.12
Subscriptions	\$ 945.00	\$ 94.50	\$ 1,039.50	\$ 762.82	\$ 76.28	\$ 839.11	\$ 182.18	\$ 18.22	\$ 200.39
Audit and Legal	\$ 11,000.00	\$ 1,100.00	\$ 12,100.00	\$ 8,879.42	\$ 887.94	\$ 9,767.36	\$ 2,120.58	\$ 212.06	\$ 2,332.64
Insurance	\$ 78,115.84	\$ 7,811.58	\$ 85,927.42	\$ 63,056.67	\$ 6,305.67	\$ 69,362.34	\$ 15,059.17	\$ 1,505.92	\$ 16,565.09
Board Expenses									
9. Software	\$ 5,776.20	\$ 577.62	\$ 6,353.82	\$ 4,662.66	\$ 466.27	\$ 5,128.93	\$ 1,113.54	\$ 111.35	\$ 1,224.89
10. Marketing/Communications	\$ 17,240.00	\$ 1,724.00	\$ 18,964.00	\$ 13,916.47	\$ 1,391.65	\$ 15,308.12	\$ 3,323.53	\$ 332.35	\$ 3,655.88
11. Staff Education and Training	\$ 47,880.00	\$ 4,788.00	\$ 52,668.00	\$ 38,649.69	\$ 3,864.97	\$ 42,514.66	\$ 9,230.31	\$ 923.03	\$ 10,153.34
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Consumables: Food, Household materials, Clothing	\$ 326,680.00	\$ 32,668.00	\$ 359,348.00	\$ 263,644.22	\$ 26,364.42	\$ 290,008.64	\$ 63,035.78	\$ 6,303.58	\$ 69,339.36
Licenses, Permits and fees:	\$ 2,451.00	\$ 245.10	\$ 2,696.10	\$ 1,978.50	\$ 197.85	\$ 2,176.35	\$ 472.50	\$ 47.25	\$ 519.75
Fit-up and Equipment Costs for New Facilities							\$ 746,800.00		\$ 746,800.00
TOTAL	\$ 8,657,766.47	\$ 865,775.65	\$ 9,523,532.12	\$ 6,988,665.56	\$ 698,866.56	\$ 7,687,532.12	\$ 2,415,896.90	\$ 166,909.10	\$ 2,582,806.00

Indirect As A Percent of Direct

10.0%

Transitional Housing Programs

Exhibit C-2, Amendment 1 Budget

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor name: NFI North, Inc.

Budget Request for: Transitional Housing Programs

Budget Period: SFY 2022 7/1/2021 - 6/30/2022

18%

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,784,708.64	\$ 578,470.86	\$ 6,363,179.50	\$ 4,734,765.41	\$ 662,867.16	\$ 5,397,632.57	\$ 1,049,943.23	\$ 104,994.33	\$ 1,154,937.55
2. Employee Benefits	\$ 1,561,871.33	\$ 156,187.13	\$ 1,718,058.46	\$ 1,278,391.68	\$ 178,974.84	\$ 1,457,366.52	\$ 283,479.65	\$ 28,347.96	\$ 311,827.61
3. Consultants	\$ 810,972.00	\$ 81,097.20	\$ 892,069.20	\$ 663,780.58	\$ 92,929.28	\$ 756,709.86	\$ 147,191.42	\$ 14,719.14	\$ 161,910.56
4. Equipment:									
Rental	\$ 18,146.64	\$ 1,814.66	\$ 19,961.30	\$ 14,853.02	\$ 2,079.42	\$ 16,932.45	\$ 3,293.61	\$ 329.36	\$ 3,622.98
Repair and Maintenance	\$ 9,800.00	\$ 980.00	\$ 10,780.00	\$ 8,021.30	\$ 1,122.98	\$ 9,144.28	\$ 1,778.70	\$ 177.87	\$ 1,956.57
Purchase/Depreciation	\$ 224,503.28	\$ 22,450.33	\$ 246,953.61	\$ 183,755.93	\$ 25,725.83	\$ 209,481.77	\$ 40,747.35	\$ 4,074.73	\$ 44,822.08
5. Supplies:									
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 818.50	\$ 114.59	\$ 933.09	\$ 181.50	\$ 18.15	\$ 199.65
Lab									
Pharmacy	\$ 48,000.00	\$ 4,800.00	\$ 52,800.00	\$ 39,288.00	\$ 5,500.32	\$ 44,788.32	\$ 8,712.00	\$ 871.20	\$ 9,583.20
Medical									
Office	\$ 27,000.00	\$ 2,700.00	\$ 29,700.00	\$ 22,099.50	\$ 3,093.93	\$ 25,193.43	\$ 4,900.50	\$ 490.05	\$ 5,390.55
6. Travel	\$ 69,485.00	\$ 6,948.50	\$ 76,433.50	\$ 56,873.47	\$ 7,962.29	\$ 64,835.76	\$ 12,611.53	\$ 1,261.15	\$ 13,872.68
7. Occupancy	\$ 352,394.39	\$ 35,239.44	\$ 387,633.83	\$ 288,434.81	\$ 40,380.87	\$ 328,815.68	\$ 63,959.58	\$ 6,395.96	\$ 70,355.54
8. Current Expenses									
Telephones	\$ 67,000.00	\$ 6,700.00	\$ 73,700.00	\$ 54,839.50	\$ 7,677.53	\$ 62,517.03	\$ 12,160.50	\$ 1,216.05	\$ 13,376.55
Postage	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 1,637.00	\$ 229.18	\$ 1,866.18	\$ 363.00	\$ 36.30	\$ 399.30
Subscriptions	\$ 945.00	\$ 94.50	\$ 1,039.50	\$ 773.48	\$ 108.29	\$ 881.77	\$ 171.52	\$ 17.15	\$ 188.67
Audit and Legal	\$ 11,000.00	\$ 1,100.00	\$ 12,100.00	\$ 9,003.50	\$ 1,280.49	\$ 10,283.99	\$ 1,996.50	\$ 199.65	\$ 2,196.15
Insurance	\$ 83,527.84	\$ 8,352.78	\$ 91,880.62	\$ 68,367.54	\$ 9,571.46	\$ 77,939.00	\$ 15,160.30	\$ 1,516.03	\$ 16,676.33
Board Expenses									
9. Software	\$ 5,776.20	\$ 577.62	\$ 6,353.82	\$ 4,727.82	\$ 661.89	\$ 5,389.71	\$ 1,048.38	\$ 104.84	\$ 1,153.22
10. Marketing/Communications	\$ 14,240.00	\$ 1,424.00	\$ 15,664.00	\$ 11,655.44	\$ 1,631.76	\$ 13,287.20	\$ 2,584.56	\$ 258.46	\$ 2,843.02
11. Staff Education and Training	\$ 52,880.00	\$ 5,288.00	\$ 58,168.00	\$ 43,282.28	\$ 6,059.52	\$ 49,341.80	\$ 9,597.72	\$ 959.77	\$ 10,557.49
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Consumables: Food, Household materials, c	\$ 353,760.00	\$ 35,376.00	\$ 389,136.00	\$ 289,552.56	\$ 40,537.36	\$ 330,089.92	\$ 64,207.44	\$ 6,420.74	\$ 70,628.18
Licenses, Permits and fees:	\$ 2,515.00	\$ 251.50	\$ 2,766.50	\$ 2,058.53	\$ 288.19	\$ 2,346.72	\$ 456.47	\$ 45.65	\$ 502.12
TOTAL	\$ 9,501,525.32	\$ 950,152.53	\$ 10,451,677.85	\$ 7,776,979.86	\$ 1,088,777.18	\$ 8,865,757.04	\$ 1,724,545.48	\$ 172,454.54	\$ 1,897,000.00

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services



Attachments

Supporting Documentation DocuSign Uploads

PLEASE NOTE: there is a 25MB file size limit on uploads. If your file is larger than 25 MB, please split into multiple files and add to the same attachment field.

Pursuant to MOP 150, attach required documentation as specified below for Governor &
Executive Council approval of this Agreement. Documentation Verified

Certificate of Good Standing from NH Secretary of State

Certificate of Vote/Authority

Minutes from Public Meeting Accepting Grant

Certificate of Insurance (COI), Liability & Workers' Compensation

Mission Statement

Most Recent Audited Financial Statements

Board of Directors (BOD), names and affiliations

Resumes of Key Personnel; those primarily responsible for meeting the terms & conditions of the agreement

Key Personnel Sheet; names, annual salary & amounts of salary paid by contract

State of New Hampshire

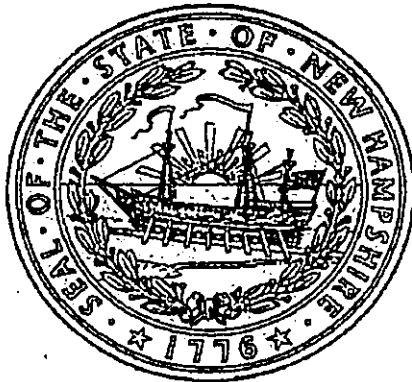
Department of State

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

Certificate Number: 0004907983



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Doug Giles, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of NFI North, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 30th, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

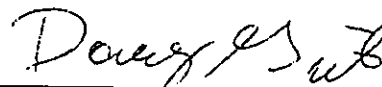
VOTED: That Paul L. Dann, PhD (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: August 20th, 2020



Signature of Elected Officer

Name: Doug Giles

Title: Secretary

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2020

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

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

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS:	
INSURED NFI North, Inc. 40 Park Lane Contoocook, NH 03229		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: North River Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32204 21105	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2076152	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000		PHPK2076145	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB704947	01/01/2020	01/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	4067334594	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional		PHPK2076152	01/01/2020	01/01/2021	1,000,000 3,000,000

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

CERTIFICATE HOLDER

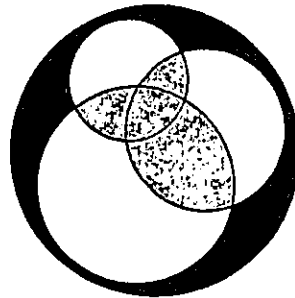
CANCELLATION

State of NH
Dept. Health & Human Services
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Todd R



NFI North Mission Statement

The mission of NFI North is to inspire and empower people to reach their full potential so that they can live successfully within their own home and community



NFI NORTH, INC.

Financial Statements

June 30, 2019

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.
Financial Statements
June 30, 2019

Table of Contents

	Page(s)
Independent Auditors' Report	1-2
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7-13
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	14-15



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, 2019, 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, 2019, 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.



Emphasis of Matter

As disclosed in Note 1(I) to the financial statements, during the year ended June 30, 2019, NFIN adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2019 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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NFIN's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NFIN's internal control over financial reporting and compliance.

KPMG LLP

September 30, 2019

NFI NORTH, INC.
Statement of Financial Position
June 30, 2019

Assets

Current assets:	
Cash and equivalents	\$ 3,601,304
Accounts receivable	1,503,652
Prepaid expenses and other current assets	52,715
Due from affiliate (note 8)	92,725
Investments (note 4)	<u>501,559</u>
Total current assets	<u>5,751,955</u>
Property and equipment (note 5):	
Land	535,992
Buildings and improvements	8,077,625
Equipment and furnishings	687,261
Motor vehicles	<u>977,196</u>
	10,278,074
Less accumulated depreciation	<u>(6,193,828)</u>
Property and equipment, net	<u>4,084,246</u>
Other assets	<u>12,556</u>
Total assets	<u>\$ 9,848,757</u>

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 5)	\$ 196,385
Accounts payable	170,551
Accrued payroll and related liabilities	682,102
Other accrued expenses	337,978
Deferred revenue	<u>188,514</u>
Total current liabilities	<u>1,575,530</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 5)	2,638,080
Due to affiliate long-term (note 8)	<u>219,235</u>
Total long-term liabilities	<u>2,857,315</u>
Total liabilities	<u>4,432,845</u>
Net assets:	
Without donor restrictions	5,332,403
With donor restrictions	<u>83,509</u>
Total net assets	<u>5,415,912</u>
Total liabilities and net assets	<u>\$ 9,848,757</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Activities
Year ended June 30, 2019

Changes in net assets without donor restrictions:	
Revenues and other support:	
Contracts	\$ 24,112,477
Contributions:	
In-kind	884,498
Other	2,794
Interest and dividends	42,567
Miscellaneous	1,207
	<u>25,043,543</u>
Net assets released from restrictions	<u>26,565</u>
Total revenues and other support	<u>25,070,108</u>
Expenses:	
Program services	21,281,943
Supporting services (note 8)	2,475,254
Total expenses	<u>23,757,197</u>
Increase in net assets without donor restrictions before nonoperating activities nonoperating activities	1,312,911
Nonoperating activities:	
Net realized and unrealized gains on investments	1,559
Gain on sale of property and equipment	46,000
Increase in net assets without donor restrictions	<u>1,360,470</u>
Changes in net assets with donor restrictions:	
Contributions	29,578
Net assets released from restrictions	<u>(26,565)</u>
Increase in net assets with donor restrictions	<u>3,013</u>
Increase in net assets	1,363,483
Net assets at beginning of year	<u>4,052,429</u>
Net assets at end of year	<u><u>\$ 5,415,912</u></u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Functional Expenses
Year ended June 30, 2019

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 14,978,585	1,211,060	16,189,645
Other expenses:			
Contracted services	1,719,338	998,671	2,718,009
Other direct costs	1,033,680	114,463	1,148,143
In-kind	876,259	8,239	884,498
Consumables	761,262	—	761,262
Occupancy	734,380	23,438	757,818
Transportation	376,281	26,347	402,628
Equipment	217,040	33,438	250,478
Interest	106,751	8,630	115,381
	<u>5,824,991</u>	<u>1,213,226</u>	<u>7,038,217</u>
Depreciation and amortization	<u>478,367</u>	<u>50,968</u>	<u>529,335</u>
Total expenses	<u>\$ 21,281,943</u>	<u>2,475,254</u>	<u>23,757,197</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Cash Flows
Year ended June 30, 2019

Cash flows from operating activities:	
Increase in net assets	\$ 1,363,483
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	529,335
Gain on sale of property and equipment	(46,000)
Net realized and unrealized gains on investment	(1,559)
Changes in assets and liabilities:	
Accounts receivable	113,431
Prepaid expenses and other current assets	(10,698)
Other assets	6,721
Due from affiliate	(92,726)
Accounts payable	(54,137)
Accrued payroll and related liabilities	134,805
Other accrued expenses	231,006
Due to affiliate	(15,791)
Deferred revenue	14,558
Net cash provided by operating activities	<u>2,172,428</u>
Cash flows from investing activities:	
Purchases of property and equipment	(350,325)
Purchases of investments	(633,388)
Proceeds from sale of property and equipment	46,000
Proceeds from sale of investments	<u>133,388</u>
Net cash used in investing activities	<u>(804,325)</u>
Cash flows from financing activities:	
Issuance of long-term debt	124,384
Repayments of long-term debt	<u>(240,814)</u>
Net cash used in financing activities	<u>(116,430)</u>
Net increase in cash and equivalents	1,251,673
Cash and equivalents at beginning of year	<u>2,349,631</u>
Cash and equivalents at end of year	<u><u>\$ 3,601,304</u></u>
Supplemental data:	
Cash paid for interest	\$ 115,381

See accompanying notes to financial statements.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2019

(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 the States of Maine and New Hampshire Departments of Human Services, Children, Youth & Families, Medicaid, private insurers, 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:

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

Without donor restrictions – Net assets not subject to donor-imposed stipulations.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of restrictions on net assets with donor restrictions are reported as reclassifications between the applicable classes of net assets. Expirations of restrictions with donor 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 net assets with and without donor restrictions 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 from Contracts with Customers

Under Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, (ASC Topic 606), revenue from contracts with customers is recognized when control of the promised goods or services is transferred in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services (i.e., the transaction price).

Revenues from contracts are primarily derived from cost reimbursement, per diem and fee-for service contracts. Cost reimbursement contracts are recognized with expenses being reimbursed for services delivered over the course of client enrollment period which is generally as expenses are incurred. Rate based contracts are recognized with expenses being reimbursed for services delivered over the course of client stay based on an established rate with the related funding source which is generally when services are provided. Revenues consisted of 15% for cost reimbursement contracts and 85% for rate based contracts for the year ended June 30, 2019.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2019

(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.

(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. As of June 30, 2019, the estimated liability for healthcare claims incurred but not yet reported or paid was \$89,439 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2019

(i) In-Kind Contributions

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2019, NFIN received in-kind contributions of rent, services, equipment and furnishings, and consumables amounting to \$884,498.

(j) Fair Value of Financial Instruments

Fair value represents the price that NAFI would receive upon the sale of an asset or paid upon the transfer of a liability in an orderly transaction between market participants as of the measurement date. NAFI uses a three-tier hierarchy to categorize those assets and liabilities based on those valuation methodologies employed. The three-tier hierarchy of inputs is summarized in the three broad levels listed below.

- Level 1 – quoted prices in active markets for identical financial instruments.
- Level 2 – other significant observable inputs (including quoted prices for similar financial instruments, interest rates, credit risk, etc.).
- Level 3 – significant unobservable inputs (including NAFI's own assumptions in determining the fair value of financial instruments).

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. NAFI utilizes valuation techniques that maximize the use of observable inputs and minimizes the use of unobservable inputs to the extent possible.

(k) Subsequent Events

NFIN has evaluated events subsequent to June 30, 2019 and through September 30, 2019, 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.

(l) Recent Accounting Pronouncements

In 2019, NFIN adopted ASU No. 2016-14 *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. This guidance is intended to improve the net asset classification requirements and the information presented in the financial statements and notes about a not-for-profit entity's liquidity, financial performance, and cash flows. Main provisions of this guidance include presentation of two classes of net assets versus the previously required three. This guidance also enhances disclosures for composition of net assets without donor restrictions, liquidity, and expenses by both their natural and functional classification.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2019

A summary of the net asset reclassification required by the adoption of ASU 2016-14 as of June 30, 2018 follows:

Net assets classifications	ASU 2016-14 Classifications		
	Without donor restrictions	With donor restrictions	Total net assets
As previously presented:			
Unrestricted	\$ 3,971,933	—	3,971,933
Temporarily restricted	—	80,496	80,496
Net assets as reclassified	\$ 3,971,933	80,496	4,052,429

ASU 2014-09, *Revenue from Contracts with Customers*, was issued by the FASB in May 2014 and is intended to improve the financial reporting requirements for revenue from contracts with customers. The ASU establishes a five-step model and application guidance for determining the timing and amount of revenue recognition. The related application guidance in the ASU replaces most existing revenue recognition guidance in GAAP. The ASU became effective for NFIN for the year ended June 30, 2019. NFIN's adoption of the ASU did not materially change the timing or amount of revenue recognized by NFIN.

ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, was issued by the FASB in June 2018. The new ASU is intended to assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonexchange transactions) within the scope of *Topic 958, Not-for-Profit Entities*, or as exchange transactions subject to other guidance and (2) determining whether a contribution is conditional. The ASU clarifies that a contribution is conditional if the agreement includes one or more barriers that must be overcome for the recipient to be entitled to the assets transferred and a right of return for the transferred assets or a right of release of the promisor's obligation to transfer assets. The ASU became effective for NFIN for the year ended June 30, 2019. NFIN's adoption of the ASU on a modified prospective basis did not have a material effect on its financial statements.

(2) Financial asset and Liquidity Resources

As of June 30, 2019, financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows:

Cash and cash equivalents	\$ 3,601,304
Accounts receivable	1,503,652
Short-term investments	501,559
Due from affiliates	92,725
Total financial assets available within one year	\$ 5,699,240

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2019

(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, (6.00% as of June 30, 2019). 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. As of June 30, 2019, \$1,800,000 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, 2019 for a total of \$1,208,124. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized by additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

(4) Investments

Investments are carried at fair value. Investments at June 30, 2019 consisted of the following:

Cash and equivalents	\$ 388,461
Corporate bonds	62,489
Equities	<u>50,609</u>
Total investments	<u>\$ 501,559</u>

All investments are valued using Level 1 inputs in accordance with the fair value hierarchy, except corporate bonds that are considered Level 2. There were no transfers between fair value levels during the year.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2019

(5) Long-Term Debt

Long-term debt as of June 30, 2019 consisted of the following:

	<u>Fiscal year due</u>	<u>Amount</u>
Mortgages payable, secured by real estate:		
0.00% to 8.00% fixed	2022-2031	\$ 2,664,502
Total mortgages payable		<u>2,664,502</u>
Vehicle notes secured by automobiles:		
0.00%-8.59% fixed	2020-2024	169,963
Total vehicle note payables		<u>169,963</u>
Total long-term debt		2,834,465
Less current portion		<u>(196,385)</u>
Total long-term debt, net of current portion		<u>\$ 2,638,080</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.

NFIN is required to maintain certain debt service coverage ratios.

Scheduled repayments of long-term debt are as follows:

	<u>Amount due</u>
Year ending June 30:	
2020	\$ 196,385
2021	200,045
2022	348,222
2023	122,463
2024	125,997
Thereafter	<u>1,841,353</u>
	<u>\$ 2,834,465</u>

Interest expense was \$115,381 for the year ended June 30, 2019.

NFI NORTH, INC.**Notes to Financial Statements****June 30, 2019****(6) 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 \$144,455 for the year ended June 30, 2019, including \$49,935 of related party property charges described in note 8. Future minimum lease payments as of June 30, 2019 are as follows:

	<u>Amount due</u>
Year ending June 30:	
2020	\$ 60,000
2021	32,771
2022	18,023
2023	<u>4,608</u>
	<u>\$ 115,402</u>

(7) 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 \$129,281 for the year ended June 30, 2019.

(8) 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 \$1,164,780 for the year ended June 30, 2019, 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 \$49,935 for the year ended June 30, 2019, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement underpayments resulted in a balance due to NAFI as of June 30, 2019 in the amount of \$219,235. This amount has been reported as due to affiliate in the accompanying consolidated statement of financial position.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2019 in the amount of \$92,725. This amount has been reported as due from affiliate in the accompanying statement of financial position and 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, 2019, there were no short term loan transactions with NFIN.



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

**Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance with
Government Auditing Standards**

The Board of Directors
NFI North, Inc.:

We have audited, in accordance with the 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, the financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered NFIN's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFIN's internal control. Accordingly, we do not express an opinion on the effectiveness of NFIN's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether NFIN's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



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 30, 2019

**NFI NORTH, INC.
OFFICERS**

Title	Name	Address
President	Heidi Edwards Dunn Education & Communications Director NH Small Business Development Center	[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]
Lori Beaulieu	Business Women/Insurance Industry	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Heidi Edwards Dunn	Education & Communications Director NH Small Business Development Center	[REDACTED]
Laura Rauscher	Development Officer	[REDACTED]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[REDACTED]
Bruce Farenwald	CFO Duncraft Inc.	[REDACTED]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 6/19/20

JANICE A. WILLIAMSON, BA
(603) 746-7550 Office
Email: JanWilliamson@nafi.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

- 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 1979 SAU #4, New Hampshire
Substitute Teacher for Middle-Secondary School
1977 to 1978 HOLBROOK SCHOOL, Holbrook, MA
Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

1978 to 1998 UNITED STATES ARMY NATIONAL GUARD, Concord, NH
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.

1990 to 1992 U.S. ARMY GENERAL COMMAND AND STAFF COLLEGE

Sharon L. Bilodeau
[REDACTED]
[REDACTED]

An administrator with an established record of responsible decision making in all phases of project and program management. Highly skilled in all aspects of non-profit management. Worked effectively with employees at all levels, strong work ethic, hard working and dependable. Worked with diverse population of people including ages 6 months to elders and a variety of challenges, ensuring an optimal quality of care.

Areas of Expertise

Budget Administration	Customer Service	Training and Development
Program and Project Management	Staff Recruitment	Licensing and Regulatory
	Assessment and Service Planning	

Qualifications

- Exceptional skill in personnel supervision and training program coordination
- Effective in budgeting and long-range planning
- Outstanding ability to work with community, governmental and professional groups
- Proficient in prioritizing, organization, delegating and motivating
- Extensive experience in developing programs from concept to ongoing operation
- Excellent computer skills
- Excellent oral and written communication

Relevant Experience and Skills

Management and Administration

- Supervised the daily operation of several programs with a total of 75+ people, staffing, and training to ensure goals are being met
- Assisted in preparation and administration from \$500,000 to \$2 million annual operating budgets maintaining all budget targets
- Designed and implemented Database to assist in tracking clients, service delivery, to ensure client satisfaction and on-time daily product delivery
- Analyzed statistical data and compiled weekly, monthly and annual projection reports, used data to improve organizational performance and lower costs
- Ensuring monthly supervision and meetings provided to all employees to ensure proper communication at all levels

Organizing and Coordinating

- Initiated itemized bidding specification process; evaluated bids and presented recommendations and lower overall costs
- Managed various complex site relocations assuring close out of old sites and the re-establishment of all new systems in the new sites
- Coordinated and developed in-service training programs to improve customer service and keeping staff updated on all policies
- Created time lines to complete special projects

Marketing and Public Relations

- Developed ideas for creating new projects, prioritized work and implemented follow-up procedures resulting in more efficient and profitable work flow
- Conducted cold calling campaign, acquiring new work areas for young entrepreneurs increasing new accounts by 5 % in the first 30 days

Employment History

Program Director NFI North. Transitional Housing Services	2012-Present
Business Development Coordinator Resident Care Pharmacy, Methuen, MA	2010-2012
Owner/Operator Sharon's Cleaning Methuen, MA	2010-2012
Mental Health Case Manager ESMV, Lawrence, MA	2009-2010
Child Care Provider Koryn's Kiddies, Guildhall, VT	2008-2009
Director Safe Haven, Lancaster, NH	2008-2009
Child Support Services and Special Project Manager GLCAC Inc., Head Start, Lawrence, MA	2003-2008
Program Manager Greater Lawrence Mental Health Center, Lawrence, MA	2000-2002
Project Manager NFI, Danvers, MA	1997-2000
Assessment Social Worker Massachusetts Department of Social Services, Haverhill, MA	1996-1997
Program Director and Consultant NFI Midway and North Country Shelters	1991-1996
Education SPRINGFIELD COLLEGE, Springfield, MA	1996
Master of Science-Human Service Administration UNIVERSITY OF LOWELL, Lowell, MA	1986
B.S. Public Service-Administration of Criminal Justice	

MARY ANN SILVERIA

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

maryannsilveria@nafi.com

SUMMARY:

- Strong clinical and administrative background and skilled in team environment.
- Excellent interpersonal, professional, and communication skills focused on developing positive rapport and strong liaison with diverse clientele.
- Proven management and supervisory abilities with solution oriented focus; strong organizational, leadership, evaluation, and assessment skills.
- Skilled in intensive crisis intervention; staff training and development and licensing requirements of several funders

EDUCATION:

- Certificate Community Human Service Management, Mass Council of Human Service Providers, May 2007
- Bachelor of Social Work, Salem State College, Magna Cum Laude, May 1986
- Associate of Mental Health Technology, Northern Essex Community College, High Honors, June 1983
- Certificate in Community Residence Manager, Northern Essex Community College High Honors, June 1982

EXPERIENCE:

NFI North, Inc. 8/19-present Program Director - Administrative and operational oversight of 40 bed, co-ed transitional housing program for adults. Individuals with severe and persistent mental illness and co-occurring disorders transition from long term psychiatric hospital stays with the plan to eventually move towards becoming successful members of the larger community.

NFI Massachusetts 1982-8/2019 Numerous positions (from direct care through senior management), active in the development of services to clients with mental illness, brain injury and cognitive issues including deinstitutionalization, community based residential and individual support services, rehabilitation and individualized treatment planning.

Director of Adult Services 1993-2019 - Senior management team member responsible for overseeing all administration and operations of numerous adult multi-funded programs. Provide leadership, supervision, guidance and clinical support to staff. Responsible for communicating all policies and procedures, fiscal planning, contract negotiations and oversight, program development; on-call

responsibilities, liaison between internal/external programs and agencies; quality assurance and improvement.

Program/Project Director 1985-1993 - Clinical and programmatic operations including intake, discharge, counseling, service/discharge plans; fiscal management; recruitment, hiring, development, supervision, and evaluation; licensing/accreditation and local regulations; documentation and recordkeeping.

Assistant Program Director 1983-1985 - Assisted the Program Director in the overall functioning and operation of an adult mental health program, including administrative tasks, staff supervision, group/individual counseling and crisis intervention.

Residential Counselor 1982-1983 - Supervised the daily activities of clients, providing ongoing support, guidance, and role modeling. Facilitated client improvement in the areas of symptom management, personal responsibility, community living, social skills and behavior; client advocacy; crisis management, documentation/record keeping and counseling.

Salem Mediation Program 9/85-6/88

Volunteer Mediator - Helped to resolve disputes among couples, family members, neighbors and adolescents struggling with truancy as well as minor criminal and small claims referred by the judges of Salem District Court.

Churchview Adolescent Program 10/81-12/82

Case Advisor - Worked with adolescents with mental health issues providing direct client care to aid in maximizing socialization and problem-solving skills and independence in the community.

Haverhill/Newburyport Human Services 9/81-7/82

Case Manager - Aided in maximizing independence of severely handicapped, institutionalized, medically involved, adults with developmental disabilities in staffed apartment setting. ISP development, ADL skills, documentation and record keeping; provided client advocacy and behavior management.

Danvers State Hospital 10/74 - 10/81

Mental Health Assistant II/Case Manager - Direct patient care of acute and chronically mentally ill and geriatric adults; led weekly socialization and ADL skills groups; treatment plan development and implementation; supervised and directed duty schedule for ward staff. Coordination of services, diagnostic assessment of patients' needs; problem identification, monitored and coordinated implementation and provision of services, provided patient advocacy and ensured continuity of care.

REFERENCES:

Furnished upon request


keripickford@nafli.com

KERI RILEY-PICKFORD

OBJECTIVE To utilize my education, skills and experience to work in the field of human services, more specifically the mental health field.

-
- WORK HISTORY**
- PROGRAM DIRECTOR, NFH NORTH, BETHLEHEM NH**
October 2017-present
- Perform daily tasks for the successful running of a residential program
 - Facilitate weekly supervisions and staff meetings
 - Manage consumer treatment and document in the electronic medical record
 - Prepare annual budget and submit monthly billing
 - Collaborate with outside agencies and departments
 - Certified as a trainer in IMR and SEP
- DIRECTOR OF COMMUNITY SUPPORTS/AREA DIRECTOR, NHS LITTLETON NH**
August 2013-October 2017
- Coordinated with outside agencies
 - Supervised all staff, including case managers
 - Oversaw evidenced based practices: ACT, SEP, CM and FSS
 - Collaborated with local police department and BEAS
 - Coordinated adult and children's treatment
- CASE MANAGER/FUNCTIONAL SUPPORTS SPECIALIST, NHS, LITTLETON NH**
August 2009-August 2013
- Provided outreach to clients with mental illness while adhering to their treatment plans
 - Upheld confidentiality of all clients
 - Linked clients with community resources
 - Created and implemented treatment plans and quarterly reviews

EDUCATION

MASTERS OF SCIENCE IN LEADERSHIP, SOUTHERN NEW HAMPSHIRE UNIVERSITY, MARCH 2020
BACHELORS IN BEHAVIORAL SCIENCE, GRANITE STATE COLLEGE, MARCH 2011
ASSOCIATES IN HUMAN SERVICES, NHCTC, MAY 2006

QUALIFICATIONS

Trainer for Illness Management and Recovery and Supported Employment.
ANSA certified. Dartmouth Supported Employment supervisor training. CPR
and first aid trained.

Noel Chipman

NoelChipman@NAFI.com

LICENSE

New Hampshire Licensed Independent Clinical Social Worker
-License number 1203

April 2004

EDUCATION

Masters In Social Work, Simmons Graduate School, Boston MA
Bachelor of Arts in Sociology, Hartwick College, Oneonta NY

May 2001

May 1997

PROFESSIONAL WORK EXPERIENCE

Transitional Housing Services, Concord NH January 1, 2012-Present
- Clinical Director responsible for the overall planning, implementation and oversight of the clinical services provided by NFI North Transitional Housing Services in Concord, Bradford and Bethlehem
- Manager and supervisor of the THS Concord day treatment program and its clinical, case management, supported employment, educational and direct care staff
- Oversee and provide individual and group therapy to consumers with severe persistent mental illness, found not guilty by reason of insanity, incompetent to stand trial, sexual offenders and / or folks with other criminal backgrounds
- Management and assessment of all new referrals for THS locations from New Hampshire Hospital, Community Mental Health Centers and various designated receiving facilities and arrange evaluations when needed
- Oversee, review and approve the development of individual client centered, strengths based treatment plans
- Facilitate and coordinate clinical trainings for THS staff and agency staff
- Review of clinical records to ensure quality and compliance with state regulations and Joint Commission standards and provide feedback and training on record keeping
- Provide the schedule and curriculum of 50-60 groups weekly and rotating quarterly as a part of a Restorative Partial Hospitalization (RPH) servicing 40 consumers with mental health challenges
- Collaborate with program management and staff regarding the therapeutic milieu and the clinical orientation of THS
- Facilitate new consumer interviews, quarterly reviews, client centered conferences, family meetings, discharge meetings and other various meetings with outside providers
- Collaborate with many outside agencies state wide to ensure our THS programs are meeting the needs of our consumers, other outside agencies and the community at large
- Supervisor for clinicians seeking licensure and graduate student interns
Transitional Housing Services, Concord NH May 2003- January 1, 2012
- Experienced Senior Psychiatric Social Worker; Clinical team leader heading multi-disciplinary treatment team
- Provides therapeutic clinical services for individuals with severe and persistent mental illness and/ or substance abuse issues, sexual offenders and forensic clients in a rehabilitative partial hospitalization program
- Provides individual, family, group and milieu therapy
- Completes comprehensive psychosocial assessments, risk assessments, individual treatment plans and eligibility determinations and assists with writing policy
- Facilitates and manages client centered conferences and quarterly review meetings
- Leader of interdisciplinary treatment team that meets daily to insure proper treatment and aftercare planning for difficult to reach clients
- Awareness of legal issues including guardianships, court orders, probate commitments, conditional discharges and revocations, which often require court appearances and testimony
- Supervision of treatment team case managers and student interns
- Illness management and recovery train the trainer
Maui Memorial Medical Center, Kahului, HI June 2005-January 2006
- Psychiatric Social Worker: Provides services for adults with severe mental illness and / or substance abuse issues and forensic patients on a short-term inpatient psychiatric unit

- Comprehensive psychosocial assessments, treatment plans / education plans, substance abuse screening, daily treatment team meetings and discharge meetings
- Provide crisis intervention, individual therapy, family therapy and daily life skills groups
- Case Management service / discharge planning
- Souza-Baranowski Correctional Center, Shirley MA 2001-2003**
- Diagnostic assessment crisis intervention, suicide prevention and 1:1 psychotherapeutic and substance abuse services to adult male inmates in a maximum security setting
- Comply with and adhere to institutional safety procedures in accordance with UMCHP / DOC established policies
- Case management / discharge planning
- Mental health representative for the Department of Corrections transition planning meetings
- Daily triage and segregation rounds
- Leader of a student intern support group
- Supervision of Student Interns
- McLean Hospital Belmont, MA (Graduate School Internship) 2000-2001**
- Case management / clinical work on an adult inpatient psychiatric unit
- Daily patient rounds, psychosocial assessments and 1:1 psychotherapeutic services
- Group therapy Co-Leader; Adult woman outpatient eating disorder group
- Ongoing collaboration with outpatient treaters, community residences, partial hospital / day treatment programs, family work and completion of treatment plans
- Mass. Eating Disorder Association Newton, MA (Graduate School Internship) 2000-2001**
- Assessments, group intakes, family / individual consultations, and school based prevention presentations
- Evening treatment program, meal mentoring program and Co-Leader of various program groups

PROFESSIONAL DEVELOPMENT

- Certified Life Coach with a specialty in Organizational and Time Management Skills
- Certified Signs of Suicide Prevention and Programming (SOS) Trainer
- ANSA Certification
- Toastmasters International Speechcraft Certificate Program
- NFI Leadership Program: Completed six month program in 2014
- Certified Illness Management and Recovery Practitioner and Trainer
- Certified Supported Employment Practitioner
- Certified DBT Practitioner
- Agency trainer for Family Systems, Group Process and Counseling Skills
- NFI North Conference Presenter 2013 and 2015
- NAFI Spirit of the Community Committee
- Certified Public Supervisor: Completed one-year program in June 2008
- Former NHH Assaulted Staff Action Program responder
- Former NHH Schwartz Center Rounds committee member
- Former NHH Ethics Committee member

AWARDS / RECOGNITIONS

- NFI North Agency Shining Star Award (2015)
- NFI North Agency Dr. Yitzhak Bakal Essence of Leadership Award (2013)
- Two-time gold star award winner (2009 and 2011)
- Special recognition award winner (2005)

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jan Williamson	Regional Director	\$121,000	32%	\$38,720
MaryAnn Silveria	Program Director	\$ 88,000	100%	\$88,000
Sharon Bilodeau	Program Director	\$ 97,000	100%	\$97,000
Keri Riley-Pickford	Program Director	\$ 80,000	100%	\$80,000
Noel Chipman	Clinical Director	\$97,000	100%	\$97,000
Bethany Ricker	Clinician	\$65,000	100%	\$65,000
Danielle Van Dusen	Social Worker	\$65,000	100%	\$65,000



Lori A. Sibillette
Commissioner

Katja S. Fox
Director

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

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

June 23, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with NFI North, Inc. (VC#177575-B001), Contoocook, NH in the amount of \$2,400,000 to provide a community Transitional Housing Program for adults who have severe mental illness or severe and persistent mental illness, with the option to renew for up to four (4) additional years, effective retroactive to July 1, 2020 upon Governor and Council approval through June 30, 2022. 100 % General Funds.

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Prog Svc	92204117	\$1,200,000
2022	102/500731	Contracts for Prog Svc	92204117	\$1,200,000
			Subtotal	\$2,400,000

EXPLANATION

This request is **Sole Source** because in the interest of the public's health and safety, the Department has identified this vendor as having the capacity to quickly respond to the Transitional Housing Program needs for sixty (60) beds. This request is **Retroactive** because this abrupt change in the Department's strategic approach led to additional negotiations, which delayed the execution of the contract.

The purpose of this request is to operate transitional housing program(s) for adults who have severe mental illness (SMI) or severe and persistent mental illness (SMPI) and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital (NHH) or Designated Receiving Facilities (DRF). With successful transitions of these difficult to place patients, it is anticipated that beds will open at NHH and the DRF(s)), thus having a positive

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

Impact on individuals waiting in emergency departments for a bed. Patients participating in the transitional housing program will receive the necessary services to support and promote rehabilitation that will facilitate a transition to independent living in the community.

The population served are individuals who are at least eighteen (18) years of age and older and have been diagnosed with a SMI or SPMI and meet eligibility criteria for community mental health services at a community mental health center (CMHC) as defined in He-M 401. Approximately 60 individuals will be served from July 1, 2020 to June 30, 2022.

The program serves the clinical, medical, vocational, and residential needs of adult men and women with mental illness. The program services include: psychiatric services, medication management, clinical services, medical services, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, and support for community connectedness and family involvement.

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

- Quarterly meetings to review submitted quarterly reports that outline the number of beds occupied, programmatic services provided to each individual, each individual's progress towards independent living, and incoming cases.
- Annual review of the effectiveness of services will be measured using the Adult Needs and Strengths Assessment, or other approved Evidence Based assessment.
- Evaluation of individual service encounter data that is submitted through the Department's Phoenix reporting system will inform care monitoring and ongoing agency wide quality service monitoring.
- Submission of monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.
- Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2 of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request the sixty (60) bed Transitional Housing Programs may not be available to individuals in need of transitional residential treatment services who are transitioning from NHH or a DRF to the community which, in turn, limits the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

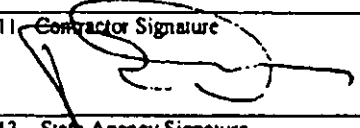
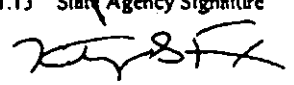
Subject: Transitional Housing Programs (SS-2021-DBH-03-TRANS-01)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Lane Contoocook, NH 03229	
1.5 Contractor Phone Number (603) 746-7550	1.6 Account Number 05-95-92-922010-4117	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,400,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/19/20		1.12 Name and Title of Contractor Signatory Paul L. DANN, PhD Executive Director	
1.13 State Agency Signature  Date: 6/25/20		1.14 Name and Title of State Agency Signatory Katja Stof, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/26/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials

Date 6/19/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Transitional Housing Programs



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3. as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

DD

6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



Exhibit B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure services are available in the following Mental Health regions:
 - 1.1.1. A forty (40) bed Transitional Housing Program on the grounds of Governor Hugh Gallen State Office Park Campus in Concord, New Hampshire.
 - 1.1.2. An eight (8) bed Transitional Housing Program in mental health region one (1) at the Contractor's Bethlehem location.
 - 1.1.3. A twelve (12) bed Transitional Housing Program in mental health region four (4) located at the Contractor's Bradford location.
- 1.2. The contractor shall submit copies of tobacco-free policies that apply to both inside and on the grounds of each residence within thirty (30) days of the effective contract date.
- 1.3. The Contractor shall adhere to Administration of Medication standards as outlined in NH Administrative Rule He-M 1200, Medication Standards, Part 1202, Administration of Medications in Behavioral Health Programs (hereinafter referred to as He-M 1200, Part 1202).
- 1.4. The Contractor shall complete and maintain certification and licensure in accordance with NH Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences (hereinafter referred to as He-M 1000, Part 1002), and NH Administrative Rule He-P 800, Residential Care and Health Facility Rules, Part 814, Community Residences at the Residential Care and Supported Residential Care Level (hereinafter referred to as He-P 800, Part 814).
- 1.5. The Contractor shall comply with all State and federal laws and regulations pertaining to the licensure and operation of a community residential program.
- 1.6. The Contractor shall be in compliance with applicable federal and State laws, rules and regulations, and applicable policies and procedures adopted by the Department and currently in effect, and as they may be adopted or amended during the contract period.
- 1.7. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.
- 1.8. Transitional Housing Program
 - 1.8.1. The Contractor shall operate a Transitional Housing Program (Program) twenty-four (24) hours per day, seven (7) days per week for the supervision for clients, who are:
 - 1.8.1.1. Eighteen (18) years of age or older; and
 - 1.8.1.2. Eligible for community mental health services in accordance with New Hampshire (NH) Administrative Rule Chapter He-M 400, Community Mental Health, Part 401, Eligibility Determination and Individual Service Planning (hereinafter referred to as He-M 400,

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 1 of 18

Date 6/15/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



Part 401).

- 1.8.2. The Contractor shall operate Transitional Housing Programs to provide housing and rehabilitative mental health services and supports for clients ensuring:
 - 1.8.2.1. Any bed is available to clients with and without insurance.
 - 1.8.2.2. Any bed is available to clients regardless of their ability to pay.
 - 1.8.2.2.1. The Contractor shall ensure that no more than five (5) percent of bed days are available to individuals without insurance.
- 1.8.3. The Contractor shall provide the following services on an individual and group basis, as necessary, in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services (hereinafter referred to as He-M 400, Part 426):
 - 1.8.3.1. Individualized Resiliency and Recovery Oriented Services;
 - 1.8.3.2. Psychotherapeutic Services, including sex offender treatment;
 - 1.8.3.3. Targeted Case Management Services;
 - 1.8.3.4. Partial Hospitalization Services; and
 - 1.8.3.5. Medication Related Services.
- 1.8.4. The Contractor shall provide assistance and instruction to improve and maintain a client's skills in basic daily living, personal development, and community activities, that shall include, but are not be limited to:
 - 1.8.4.1. Personal decision making;
 - 1.8.4.2. Personal care, budgeting, shopping, and other functional skills;
 - 1.8.4.3. Household chores and responsibilities;
 - 1.8.4.4. Having relationships with people with and without mental illness;
 - 1.8.4.5. Accessing a wide range of integrated community activities including recreational, vocational, and cultural;
 - 1.8.4.6. Participating in religious services and practices of the client's choosing; and
 - 1.8.4.7. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.
- 1.8.5. The Contractor shall provide the written processes for referrals, admissions, evaluations and discharges to the Department no later than thirty (30) days from the contract effective contract date.
- 1.8.6. The Contractor shall serve clients referred from New Hampshire Hospital, Designated Receiving Facilities, or Community Mental Health Providers who:

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-OBH-03-TRANS-01

Page 2 of 18

Date 6/19/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



- 1.8.6.1. Have a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community mental health program, as defined in He-M 400, Part 401;
- 1.8.6.2. Require extensive support and rehabilitation to successfully transition from NHH or a DRF before moving to a less restrictive alternative in the client's community of choice; and
- 1.8.6.3. Have been determined to no longer require the level of care provided by NHH or a DRF.
- 1.8.7. The Contractor shall give clients from NHH first priority of admittance to the Transitional Housing Program, followed by clients from DRFs and the CMHPs. The Contractor shall:
 - 1.8.7.1. Maintain a list of referred clients, in order of referral date, for whom admission is sought, but a bed is not yet available.
 - 1.8.7.2. Collaborate with the Department on the data elements to be captured in the list. The agreed upon list shall be made available to the Department weekly, at a minimum.
 - 1.8.7.3. Notify the Department, in writing, prior to enrolling non-NHH clients into the Program.
- 1.8.8. The Contractor shall prioritize clients referred by NHH by having a referral, admission, and evaluation process that:
 - 1.8.8.1. Places current inpatient clients at NHH ahead of all DRF and CMHP referrals;
 - 1.8.8.2. Provides for a written referral protocol that includes a review and evaluation of the client's current situation, assessment of need and disposition;
 - 1.8.8.3. Responds to all referrals, in writing, as to the client acceptance or denial into the Transitional Housing Program, including an explanation of any contingencies placed on the acceptance, or the reasons for denial of the client;
 - 1.8.8.4. Responds to the client, with a decision in writing, within fourteen (14) business days of receipt with a copy to the Department;
 - 1.8.8.5. Notifies the Department in writing of any accepted referrals prior to admission and transition into the Transitional Housing Program;
 - 1.8.8.6. Includes an admission process approved by the Department that ensures the successful entry of accepted referrals into the program. In the event that a referral is not successful in the transition process, the Contractor shall communicate with NHH or the agency that initiated the referral, verbally and in writing, as to

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 3 of 18

Date 6/19/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



the reason(s) for the unsuccessful transition; and

- 1.8.8.7. Includes approval by the Department for all clients being referred by the community.
- 1.8.9. The Contractor shall develop and operate Transitional Housing Programs with residential and rehabilitative mental health services and supports and be operational no later than sixty (60) calendar days from the contract effective date.
- 1.8.10. The Contractor shall become an enrolled Medicaid provider through the Department's Medicaid program within 120 days of the effective contract date.
- 1.8.11. In the event the Department incorporates Medicaid eligible Transitional Housing Program(s) with its Managed Care Organizations, the Contractor shall be notified by the Department and provided 120 days to enroll as a provider with the Managed Care Organizations for all Medicaid eligible Transitional Housing Programs. Proof of enrollment shall be provided to the Department within seven (7) days of enrollment.
- 1.8.12. The Contractor shall have a discharge process for clients who are discharged from the Transitional Housing Program that:
 - 1.8.12.1. Supports a maximum stay of two (2) years per client, per episode, unless otherwise approved by the Department in writing.
 - 1.8.12.2. Ensures participation in discharge planning meetings with community mental health centers, NHH, other providers, and natural supports;
 - 1.8.12.3. Provides for a written discharge plan that includes an evaluation of the client's current situation, disposition and transition plan for moving back into the community;
 - 1.8.12.4. Retains the client's bed, in the event that:
 - 1.8.12.4.1. A client's conditional discharge is revoked, and the client is readmitted to NHH, for up to thirty (30) days.
 - 1.8.12.4.2. A client is voluntarily readmitted to NHH, for up to thirty (30) days.
 - 1.8.12.5. Demonstrates development and implementation of a collaborative relationship with the community mental health program and natural supports, including family, to develop the terms of conditional discharges pursuant to RSA 135-C:50 and NH Administrative Rule He-M 600, New Hampshire Hospital, Part 609, Conditional Discharge, and to develop treatment plans designed to return each client to the community.
- 1.8.13. The Contractor shall submit a transitional plan that transitions clients back into

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 4 of 18

Date 6/19/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



the community to the Department no later than 30 days from the contract effective date, which includes, but is not limited to:

- 1.8.13.1. Specific steps to move existing program participants into more integrated community settings.
- 1.8.13.2. A person-centered plan that incorporates their needs, and safety of themselves and the public per Administrative Rule He-M 400, Part 401 and He-M 400, Part 408.
- 1.8.13.3. Coordination with the client's local community mental health program, peer support agencies, and other natural supports to provide other services and supports to the client in the community.
- 1.8.13.4. Involvement of the client's family to support integration into the community, with the client's consent.
- 1.8.13.5. Identification of any barriers to placement in the community with a plan to overcome those barriers, that emphasizes interventions necessary to promote more opportunities for integration into the community.

1.9. Medical Services

1.9.1. The Contractor shall ensure a minimum of one (1) registered nurse is available during the hours of 8:00 AM (EST) to 10:00 PM (EST), Monday through Friday, and 8:00 AM (EST) to 4:30 PM (EST) on Saturdays and Sundays, or the availability of on-call nursing that is available to come on-site during the weekends and evening hours. The Contractor shall ensure:

- 1.9.1.1. Services are provided on site, or in an office setting providing there is no medical reason to provide the services on site.
- 1.9.1.2. Medical services include, but are not limited to:
 - 1.9.1.2.1. An annual review conducted by the registered nurse in consultation with the client's Primary Care Physician, of:
 - 1.9.1.2.1.1. Health history;
 - 1.9.1.2.1.2. Health status;
 - 1.9.1.2.1.3. Supports identified or needed to maintain physical, mental, and social well-being incorporating; and
 - 1.9.1.2.1.4. All Core Standardized Assessment required domains.
 - 1.9.1.2.2. Instruction in, and assistance with, taking prescribed medications independently, in accordance with He-M 1200, Part 1202, Administration of Medications in Exhibit B

NFI North, Inc.

SS-2021-DBH-03-TRANS-01

Page 5 of 18

Contractor Initials

Date

[Signature]
6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



the Transitional Housing Program; and

- 1.9.1.3. Residential staff are trained to meet the requirements specified in He-M 1200, Part 1202, Administration of Medications in the Transitional Housing Program.

1.10. Health Services

- 1.10.1. The Contractor shall provide and triage health services for medical and psychiatric needs twenty-four (24) hours per day seven (7) days per week.

- 1.10.1.1. The Contractor shall ensure a minimum of one (1) masters level clinician is on-call evenings, weekends and holidays to provide:

- 1.10.1.1.1. Emergency treatment;

- 1.10.1.1.2. Crisis intervention;

- 1.10.1.1.3. Coordination of Involuntary Emergency Admission petitions, in accordance with New Hampshire (NH) Revised Statute Annotated (RSA) 135-C:27 and NH RSA 135-C:28; and

- 1.10.1.1.4. Coordination of revocation of conditional discharges, in accordance with NH RSA 135-C:51.

- 1.10.1.2. The Contractor shall ensure a minimum of one (1) registered nurse is available on-call the remainder of each day the masters level clinician is not on-call, including weekends and holidays, to provide:

- 1.10.1.2.1. Education;

- 1.10.1.2.2. Problem solving and support regarding medications; and

- 1.10.1.2.3. Response to health-related concerns.

1.11. Specialized Treatment

- 1.11.1. The Contractor shall ensure sex offender services; risk assessment evaluations; and treatment for clients who have co-occurring disorders, or require sex offender treatment, or other court-mandated treatments are available, as necessary or as requested by the Department, ensuring services are not be unduly delayed or denied.

1.12. Wellness Management

- 1.12.1. The Contractor shall support a culture of wellness and provide clients with access to services and activities, including but not limited to, "Healthy Choices-Healthy Changes".

1.13. Adult Needs and Strengths Assessment (ANSA)

- 1.13.1. The Contractor shall ensure clinicians are certified in the use of the New

RS

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



Hampshire version of ANSA 2.0, or other Department-approved evidence-based tool if they are a clinician serving the adult population.

1.13.2. The Contractor shall ensure clinicians obtain certification through the completion of the Praed Foundation test.

1.13.3. The Contractor shall submit ratings to the Department via the database managed for the Department in order to allow client-level, regional and statewide outcome reporting by the 15th of every month, in ANSA format.

1.13.4. The Contractor shall ensure ratings generated by the New Hampshire version of the ANSA 2.0 or other Department-approved tools are utilized to:

1.13.4.1. Develop an individualized, person-centered treatment plan.

1.13.4.2. Document and review progress toward goals and objectives and assess continued need for community mental health services.

1.13.4.3. Assist in determining eligibility for State psychiatric rehabilitation services.

1.13.5. The Contractor shall document assessments using the New Hampshire version of the ANSA 2.0, or other approved tool when conducting re-assessments in accordance with the timeframes specified in He-M 401.

1.13.6. The Contractor shall ensure an alternate evidence-based approved assessment meets all ANSA 2.0 domains in order to meet consistent reporting requirements. The Contractor shall ensure:

1.13.6.1. Written approval is received from the Department prior to implementing a substitute for the ANSA 2.0.

1.13.6.2. Monthly reporting of data through the substituted system includes the ability to complete client-level, regional and statewide reporting.

1.14. Pre-Admission Screening and Annual Resident Review

1.14.1. The Contractor shall assist the Pre-Admission Screening and Annual Resident Review (PASARR) Office of the Department to meet the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987.

1.14.2. Upon request by the PASARR office and with the appropriate authorization to release information, the Contractor shall provide the PASARR office with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

1.15. Recovery and Resiliency Approaches

1.15.1. The Contractor shall provide clients with access to services that promote the

NFI North, Inc.

Exhibit B

Contractor Initials

RD

SS-2021-DBH-03-TRANS-01

Page 7 of 18

Date 6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



values of recovery and resiliency through an emphasis on a strength-based approach and person-centered service planning, in accordance with NH Administrative Rules He-M 400, Part 401 and He-M 400, Part 408.

- 1.15.2. The Contractor shall utilize the client's individual service plan to assist the client with identifying, cultivating and sustaining relationships with peers, family members, neighbors, landlords, employers, and others in order to create a network of support that will build resiliency and strength based recovery and wellness skills.

1.16. Complaint Manager Services

- 1.16.1. The Contractor shall designate a staff member to perform the responsibilities of complaint manager in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.17. Access to Primary Care Physicians

- 1.17.1. The Contractor shall assist each client with securing a local primary care physician (PCP) of the client's choosing, within thirty (30) days from the effective contract date.
- 1.17.2. The Contractor shall coordinate client care with the PCP.
- 1.17.3. The Contractor shall exchange health information at regular intervals with the written consent of the client or guardian.

1.18. Coordinate Care with the Legal System

- 1.18.1. The Contractor shall assess the legal commitment status of clients residing in the program and, if deemed appropriate, provide for the continuation of the commitment via the proper legal process.
- 1.18.2. The Contractor shall provide coordination of care with the legal system when indicated, which may include, but is not limited to:
 - 1.18.2.1. The NH Department of Corrections.
 - 1.18.2.2. The applicable NH County Attorney's Office.
 - 1.18.2.3. The NH Attorney General's Office.

1.19. Quality Assurance

- 1.19.1. The Contractor shall perform, or cooperate in the performance of, quality improvement and utilization review activities as determined necessary and appropriate by the Department, within timeframes specified by the Department, in order to insure the efficient and effective administration of the NH Medicaid program.
- 1.19.2. The Contractor shall ensure activities include, but are not limited to:
 - 1.19.2.1. Maintaining detailed client records as required by He-M 400, Part 408.

RD

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



1.19.2.2. Submitting data necessary to comply with federal reporting requirements.

1.20. Client's Contribution for Clothing, Food and Housing

- 1.20.1. The Contractor shall ensure clients are not required to sign residential leases.
- 1.20.2. The Contractor shall ensure clients are aware of and abide by housing rules.
- 1.20.3. The Contractor shall collect up to thirty (30) percent of each client's income to be applied toward the cost of housing and shall collect an additional amount, subject to approval by the Department in writing, of each client's income to be applied toward the cost of clothing, food, and other essential items. Financial reporting and analysis of client contributions shall be monitored by the Department upon request, through the auditing of client accounts and reconciliation of the Contractor's expenses charged to clients in comparison to expenses charged to the Department for general fund reimbursement.
- 1.20.4. The Contractor shall establish a policy in which the agency works with the client on establishing a clothing and food allowance based on income and address steps to support the client in preparation for, and management of, a rent increase upon discharge.
- 1.20.5. The Contractor shall provide the process and method for calculating; collecting; accounting for the client's contribution and share of expenditures; and for maintaining records for collections and expenses to the Department for approval no later than ten (10) days from the contract effective date.
- 1.20.6. The Contractor shall ensure client contribution policies, processes and methods are designed to support the client's return to independent living while providing client contribution toward the client's clothing, food and housing costs.
- 1.20.7. The Contractor shall ensure clients without incomes are not denied entry to the program due to an inability to provide a client contribution.
- 1.20.8. The Contractor shall ensure client funds in excess of client contribution, if maintained by the Contractor, are kept separate from program operation revenues and expenses, and in client-specific individual accounts.

1.21. Staffing

- 1.21.1. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff, and the community.
- 1.21.2. The Contractor shall ensure staffing includes, but is not limited to:
 - 1.21.2.1. One (1) Medical Director who:
 - 1.21.2.1.1. Possess a valid license to practice medicine in the United States;
 - 1.21.2.1.2. Possess a valid license to practice medicine in New Hampshire; and meets the requirements of RSA

NFI North, Inc.

Exhibit B

Contractor Initials *RS*

SS-2021-DBH-03-TRANS-01

Page 9 of 18

Date *6/15/20*

New Hampshire Department of Health and Human Services
Transitional Housing Programs



135-C: 2, XIII;

- 1.21.2.1.3. Is Board-eligible or Board-certified in psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc., or its successor organization at the time of hiring; and
- 1.21.2.1.4. Maintained Board eligibility or certification throughout his or her tenure as Medical Director.
- 1.21.2.2. One (1) administrator or Director who is responsible for the day-to-day management, supervision, and operation of the residence.
- 1.21.2.3. One (1) registered nurse, licensed in accordance with NH RSA 326-B, who is responsible for the delivery and supervision of nursing services.
 - 1.21.2.3.1. One (1) registered nurse, as sited in Subparagraph 1.21.2.3., may be on-call during weekends and off-hours and shall provide telehealth and face-to-face services.
- 1.21.2.4. One (1) nurse trainer who provides supervision to any staff member authorized to administer medications.
- 1.21.2.5. A sufficient number of personnel who shall provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be licensed as required by RSA 326-B.
- 1.21.2.6. A sufficient number of direct care personnel who meet the twenty-four (24) hour scheduled and unscheduled needs of the clients in accordance with the individual client service plans, which includes but is not limited to one (1) part-time peer support specialist as defined in NH Administrative Rule He-M400, Part 426.13 (d)(4) during daytime programming hours.
- 1.21.3. The Contractor shall have a minimum of one (1) direct staff member per residence, per shift, when a client is occupying the residence.
- 1.21.4. The Contractor shall provide a staffing contingency plan to the Department for approval within thirty (30) days of the contract effective date, which includes, but is not limited to:
 - 1.21.4.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
 - 1.21.4.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
 - 1.21.4.3. Discussion of time frames necessary for obtaining replacements;

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 10 of 18

Date

[Signature]
6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



- 1.21.4.4. Capabilities to provide, in a timely manner, replacements and additions with comparable experience; and
- 1.21.4.5. Method of bringing replacements and additions up-to-date regarding this Agreement.

1.22. Emergency Response Plan.

- 1.22.1. The Contractor shall submit an Emergency Plan for clients in the event of a natural, intentional or accidental incident or threat that affects the client's health and safety to the Department for approval within ten (10) days from the effective contract date.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall meet with the Department quarterly, or as requested by the Department, to review quarterly programmatic reports submitted in a format specified by the Department. The Contractor shall ensure data elements reported include, but are not be limited to:
 - 3.1.1. Total number of vacant and occupied beds during the reporting period.
 - 3.1.2. Total number of individuals referred, admitted, and discharged during the reporting period.
 - 3.1.3. All admitted client's region of origin prior to placement at the transitional housing program.
 - 3.1.4. All discharged client's region of discharge from the transitional housing program.
 - 3.1.5. All client's legal status such as pending charges, convictions, involuntary emergency admission (IEA) status.
 - 3.1.6. All client's progress towards independent living including:
 - 3.1.6.1. Hospital readmission rate(s);
 - 3.1.6.2. Projected discharge plans for each client;
 - 3.1.6.3. Clinical updates; and

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 11 of 18

Date

[Handwritten Signature]
6/15/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



- 3.1.6.4. Programmatic offerings, which may include but are not limited to:
 - 3.1.6.4.1. Social activities and outings.
 - 3.1.6.4.2. Vocational support services.
 - 3.1.6.4.3. Wellness groups.
- 3.2. The Contractor shall submit all required data elements via the Phoenix system, except for the ANSA data, ensuring any necessary system changes are completed within six (6) months from the effective contract date.
- 3.3. The Contractor shall submit individual client-level demographic and encounter data, including non-billable individual-specific services to the Department's Phoenix system or on an alternative format identified by the Department, as specified by the Department.
- 3.4. The Contractor shall ensure all client data submitted includes a Medicaid ID number for clients enrolled in Medicaid and data elements that include, but are not limited to:
 - 3.4.1. Client's housing status upon discharge;
 - 3.4.2. Employment status;
 - 3.4.3. Smoking status; and
 - 3.4.4. Mental health and substance use disorder(s) diagnoses.
- 3.5. The Contractor shall submit monthly data no later than the fifteenth (15th) of each month for the prior month's data, unless otherwise approved by the Department in writing.
- 3.6. The Contractor shall review the Department's tabular summaries within five (5) business days of the summaries becoming available.
- 3.7. The Contractor shall ensure submitted data represents a minimum of:
 - 3.7.1. Ninety-eight (98) percent of billable services provided; and
 - 3.7.2. Ninety-eight (98) percent of clients served by the Contractor.
- 3.8. The Contractor shall ensure submitted service and member data shall conform to submission requirements, at a minimum of:
 - 3.8.1. Ninety-eight (98) percent of the data records; and
 - 3.8.2. All unique member identifiers shall be accurate and valid.
- 3.9. The Contractor shall submit quarterly program status reports to the Department no later than the 15th of the month following the quarter as outlined and identified by the Department.
- 3.10. The Contractor shall submit monthly Balance Sheet and Profit and Loss Statements. The Contractor shall ensure:
 - 3.10.1. The Profit and Loss Statement includes a budget column allowing for budget-to-actual analysis.

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 12 of 18

Date 6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



- 3.10.2. Statements are submitted within thirty (30) days after the end of each month and are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to the contract.

4. Performance Measures

- 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "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."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.

RD

6/19/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



- 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. **Operation of Facilities: Compliance with Laws and Regulations**
 - 5.4.1. 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.
- 5.5. **Eligibility Determinations**
 - 5.5.1. 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.
 - 5.5.2. 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.
 - 5.5.3. 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.
 - 5.5.4. 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.

6. Records

NFI North, Inc.

Exhibit B

Contractor Initials

RD

SS-2021-DBH-03-TRANS-01

Page 14 of 18

Date 6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

7. Use of Premises for the State Owned Buildings – Governor Hugh Gallen State Office Park Campus

- 7.1. The Contractor shall agree to use the State of New Hampshire owned buildings identified by the Department to provide the Transitional Housing Program on the Hugh Gallen State Office Park South Campus in Concord, New Hampshire.
- 7.2. The Contractor shall agree to enter into a Memorandum of Understanding with New Hampshire Hospital (NHH) for grounds and building maintenance other than specified in Subparagraph 7.1.
- 7.3. The Contractor shall agree to the use of premises of State of New Hampshire owned

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 15 of 18

Date

[Handwritten Signature]
6/15/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



buildings in Subparagraph 7.1. as follows:

- 7.3.1. Routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances).
- 7.3.2. Routine building maintenance does not include damage resulting in abuse or neglect by the Contractor, its agents, clients, and visitors.
- 7.4. The Contractor shall agree to the following responsibilities:
 - 7.4.1. Establish accounts for all utilities (Natural Gas, Water, Sewer, Waste Disposal and Electric) in the name of the Contractor, with NHH named as "second" on each utility account. Invoices for each utility shall be sent directly to, and paid by, the Contractor.
 - 7.4.2. Be responsible for reimbursing the State based on allocated square footage of the Howard Recreational Center.
 - 7.4.3. Assign a liaison and backup to develop a Maintenance and Housekeeping Checklist for routine repairs and maintenance needs. The Maintenance and Housekeeping Checklist will be available for the Hospital to review and prioritize during the monthly inspection conducted by the Hospital. Liaisons will be the only persons who shall contact Hospital Facilities or Environmental Services Offices;
 - 7.4.4. Liaison will be responsible for all keys, to include distribution, tracking, and communication with the Hospital Facilities Office for lock repair or key replacement;
 - 7.4.5. Be responsible for routine household tasks, such as, moving of furniture, changing light bulbs, and minor plumbing repairs, such as, toilet unclogging;
 - 7.4.6. Be responsible for housekeeping in accordance with checklist references in Paragraph 7.4.3. above;
 - 7.4.7. Be responsible for window air conditioners maintenance, repairs, and replacement;
 - 7.4.8. Be responsible to call State Office Complex Police if there is an emergency requiring maintenance after normal business hours;
 - 7.4.9. Be responsible for maintenance, repair, and replacement of household appliances, such as refrigerators, dishwashers, washer and dryer, and stoves;
 - 7.4.10. Be responsible for maintenance, repair, and replacement of landscaping features and decorations, such as gazebos, gazing balls, etc.;
 - 7.4.11. Conduct monthly fire extinguisher inspections, in coordination with Hospital Facilities Office. Maintain, or replace the extinguishers annually as necessary;
 - 7.4.12. Shall take responsibility for any damage due to occupancy, or leasehold

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 16 of 18

Date

6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



improvements including interior painting and floor covering repair or replacement. In no case shall the Contractor make improvements without the written permission of the Hospital Facilities Office;

- 7.4.13. Properly maintain all equipment and will be responsible to pay for any equipment needing replacement or repair;
- 7.4.14. Use the Department's Information Technology (IT) cables only as approved by the IT Department;
- 7.4.15. Pay for the personal alarm ("Life Alert") system;
- 7.4.16. Be responsible for snow removal and de-icing of steps and walkways adjacent to the buildings;
- 7.4.17. Be responsible for the purchase, supply, laundering, and management of all linens (sheets, pillowcases, bath towels, and face cloths);
- 7.4.18. Be responsible for laundering and management of all client personal items;
- 7.4.19. Assure all buildings are reasonably maintained, kept sanitary, and clean between scheduled cleaning inspections and services provided by the Hospital; and
- 7.4.20. Be responsible for disposal of recycling materials.

8. Termination Report and Transition Plan

- 8.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (15) days of notice of early termination, develop and submit to the Department 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.
- 8.2. The Contractor shall fully cooperate with the Department 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.
- 8.3. In the event that 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. The Transition Plan shall also specify the process for uninterrupted delivery of any other services the Contractor provides under this Agreement.
- 8.4. 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.
- 8.5. 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

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 17 of 18

Date

RO
6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. 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.

NFI North, Inc.

Exhibit B

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 18 of 18

Date

RM
6/19/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330:
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 3.1. For Medicaid enrolled individuals through the DHHS Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at www.NHMMIS.NH.gov.
 - 3.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 3.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C-1 and C-2 for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
 - 3.4.1. Invoices of this nature shall include general ledger detail indicating the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:
 - 3.4.1.1. First and last name of client.
 - 3.4.1.2. Date of birth.
 - 3.4.1.3. Medicaid ID number.
 - 3.4.1.4. Date of Service identifying date, units, and any possible third party reimbursement received.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.

NFi North, Inc.

Exhibit C

Contractor Initials

SS-2021-DBH-03-TRANS-01

Page 1 of 3

Date

Rev. 01/08/19

RD
6/19/20

New Hampshire Department of Health and Human Services
Transitional Housing Programs



EXHIBIT C

5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed DHHS.DBHInvoicesMHS@dhhs.nh.gov, or invoices may be mailed to:
Tanja Godtfredsen
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7. Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

[Handwritten Signature]
6/19/20

**New Hampshire Department of Health and Human Services
Transitional Housing Programs**



EXHIBIT C

- 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

RD
6/19/20

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services										
Contractor name: NHI Health, Inc.										
Budget Request for: Workforce Training Programs										
Budget Period: 07/01/2020 - 06/30/21										
Line Item	Category	Total Program Cost	Contractor Share / Month	Funded by DHDH contract share	Total	Contractor Share / Month	Funded by DHDH contract share	Total	Contractor Share / Month	Funded by DHDH contract share
1. Total Salary/Wages		4,448,887.38	448,888.74	4,000,000.00	3,777,891.96	377,789.19	3,400,000.00	887,891.96	88,789.19	798,211.81
2. Employee Benefits		1,304,112.00	130,411.20	1,173,700.80	1,050,442.08	105,044.21	945,357.87	128,318.84	12,831.88	115,486.96
3. Consultants		865,972.00	86,597.20	779,374.80	319,111.36	31,911.14	248,203.24	60,500.81	6,050.08	187,653.43
4. Equipment										
Travel		18,786.84	1,878.68	16,908.16	16,187.47	1,618.75	15,311.11	3,568.17	356.82	2,700.00
Repair and Maintenance		9,300.00	930.00	8,370.00	7,818.25	781.83	7,528.42	1,341.75	134.17	1,618.82
Purchase/Depreciation		172,377.34	17,237.73	155,139.61	148,887.82	14,888.78	140,251.04	23,876.78	2,387.68	20,488.40
5. Supplies										
Educational		1,000.00	100.00	900.00	849.81	84.98	815.01	150.19	15.02	165.21
Lab										
Pharmacy		44,000.00	4,400.00	39,600.00	37,381.84	3,738.18	35,643.66	6,956.34	695.63	7,264.70
Medical										
Office		21,000.00	2,100.00	18,900.00	17,844.81	1,784.48	17,115.33	3,784.67	378.47	4,163.80
6. Travel		38,543.00	3,854.30	34,688.70	33,543.10	3,354.31	31,188.79	5,454.91	545.49	5,904.40
7. Occupancy		223,544.38	22,354.44	201,189.94	180,267.09	18,026.71	163,162.38	38,027.56	3,802.76	41,864.62
8. Current Expenses										
Telephone		1,000.00	100.00	900.00	849.81	84.98	815.01	150.19	15.02	165.21
Postage		1,000.00	100.00	900.00	849.81	84.98	815.01	150.19	15.02	165.21
Subscriptions		84.50	8.45	76.05	71.03	7.10	68.95	15.05	1.51	16.56
Audit and Legal		11,000.00	1,100.00	9,900.00	9,347.81	934.78	8,965.03	1,934.97	193.50	2,158.47
Insurance		64,127.84	6,412.78	57,715.06	54,688.48	5,468.85	51,216.63	10,498.43	1,049.84	11,546.47
Board Expenses										
9. Software		4,335.00	433.50	3,901.50	3,720.48	372.05	3,529.43	672.07	67.21	739.28
10. Marketing/Communications		8,344.00	834.40	7,509.60	7,142.34	714.23	6,438.11	1,071.49	107.15	1,178.64
11. Staff Education and Training		38,450.00	3,845.00	34,605.00	33,528.60	3,352.86	31,175.74	5,429.26	542.93	5,972.19
12. Subcontract/Agreements										
13. Other (specify details mandatory)										
Commodities / Food, Household materials, etc.		288,800.00	28,880.00	259,920.00	244,801.08	24,480.11	235,439.89	44,480.11	4,448.01	48,928.91
Unknown, Parents and fees		1,315.00	131.50	1,183.50	1,124.30	112.43	1,011.07	182.43	18.24	199.67
TOTAL		7,271,841.46	727,184.15	6,544,657.31	6,140,212.31	614,021.23	5,526,191.08	1,018,650.38	101,865.04	1,126,826.34

Contractor Initials
 Date 6/19/20

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services											
Comptroller: Anne RPT North, Inc.											
Budget Request for: Transitional Housing Program											
Budget Period: 01/1/2023 to 01/31/2023											
Line Item	Total Program Costs			Corrected Base Budget			Funded by DRHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect
1. Total Salary/Wages	\$ 4,178,437.50	\$ 447,264.75	\$ 4,625,702.25	\$ 3,508,881.94	\$ 382,868.19	\$ 3,891,750.13	\$ 4,189,241.12	\$ 447,264.75	\$ 4,636,505.87	\$ 4,189,241.12	\$ 447,264.75
2. Employee Benefits	\$ 1,368,745.57	\$ 125,876.50	\$ 1,494,622.07	\$ 1,034,355.82	\$ 94,839.54	\$ 1,129,195.36	\$ 1,311,191.16	\$ 125,876.50	\$ 1,437,067.66	\$ 1,311,191.16	\$ 125,876.50
3. Consultants	\$ 604,872.00	\$ 85,487.50	\$ 690,359.50	\$ 516,111.26	\$ 77,875.50	\$ 593,986.76	\$ 604,872.00	\$ 85,487.50	\$ 690,359.50	\$ 604,872.00	\$ 85,487.50
4. Equipment:											
Normal	\$ 16,768.44	\$ 1,876.44	\$ 18,644.88	\$ 14,187.47	\$ 1,587.44	\$ 15,774.91	\$ 16,188.11	\$ 1,808.17	\$ 18,000.00	\$ 16,188.11	\$ 1,808.17
Travel and Maintenance	\$ 8,500.00	\$ 850.00	\$ 9,350.00	\$ 7,116.25	\$ 716.25	\$ 7,832.50	\$ 8,112.31	\$ 811.74	\$ 8,924.05	\$ 8,112.31	\$ 811.74
Purchase/Depreciation	\$ 172,877.26	\$ 17,287.75	\$ 190,165.01	\$ 146,887.62	\$ 14,688.76	\$ 161,576.38	\$ 167,877.62	\$ 16,787.62	\$ 184,665.24	\$ 167,877.62	\$ 16,787.62
5. Supplies:											
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 848.81	\$ 84.88	\$ 933.69	\$ 944.78	\$ 94.47	\$ 1,039.25	\$ 944.78	\$ 94.47
Lab											
Pharmacy	\$ 44,000.00	\$ 4,400.00	\$ 48,400.00	\$ 37,381.84	\$ 3,738.18	\$ 41,120.02	\$ 42,836.47	\$ 4,283.65	\$ 47,114.12	\$ 42,836.47	\$ 4,283.65
Medical											
Office	\$ 21,000.00	\$ 2,100.00	\$ 23,100.00	\$ 17,848.01	\$ 1,784.80	\$ 19,632.81	\$ 20,344.43	\$ 2,034.43	\$ 22,376.86	\$ 20,344.43	\$ 2,034.43
6. Travel	\$ 38,545.00	\$ 3,854.50	\$ 42,399.50	\$ 31,838.75	\$ 3,183.88	\$ 35,022.63	\$ 36,549.28	\$ 3,654.93	\$ 40,204.21	\$ 36,549.28	\$ 3,654.93
7. Occupancy	\$ 225,864.39	\$ 22,586.44	\$ 248,450.83	\$ 190,587.66	\$ 19,058.76	\$ 209,646.42	\$ 216,803.17	\$ 21,680.32	\$ 238,483.49	\$ 216,803.17	\$ 21,680.32
8. Current Expenses											
Telephone	\$ 81,000.00	\$ 8,100.00	\$ 89,100.00	\$ 65,540.51	\$ 6,554.05	\$ 72,094.56	\$ 74,457.85	\$ 7,445.79	\$ 81,903.64	\$ 74,457.85	\$ 7,445.79
Postage	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 848.81	\$ 84.88	\$ 933.69	\$ 944.78	\$ 94.47	\$ 1,039.25	\$ 944.78	\$ 94.47
Business	\$ 843.00	\$ 84.30	\$ 927.30	\$ 693.87	\$ 69.39	\$ 763.26	\$ 775.50	\$ 77.55	\$ 853.05	\$ 775.50	\$ 77.55
Audit and Legal	\$ 11,000.00	\$ 1,100.00	\$ 12,100.00	\$ 9,047.91	\$ 904.79	\$ 9,952.70	\$ 10,258.82	\$ 1,025.88	\$ 11,278.70	\$ 10,258.82	\$ 1,025.88
Insurance	\$ 84,157.84	\$ 8,415.78	\$ 92,573.62	\$ 68,485.48	\$ 6,848.55	\$ 75,334.03	\$ 77,755.84	\$ 7,775.58	\$ 83,510.42	\$ 77,755.84	\$ 7,775.58
Board Expenses											
9. Software	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 1,639.60	\$ 163.96	\$ 1,803.56	\$ 1,834.15	\$ 183.41	\$ 2,017.56	\$ 1,834.15	\$ 183.41
10. Marketing/Communications	\$ 9,240.00	\$ 924.00	\$ 10,164.00	\$ 7,552.51	\$ 755.25	\$ 8,307.76	\$ 8,553.54	\$ 855.35	\$ 9,408.89	\$ 8,553.54	\$ 855.35
11. Staff Education and Training	\$ 38,450.00	\$ 3,845.00	\$ 42,295.00	\$ 31,325.00	\$ 3,132.50	\$ 34,457.50	\$ 35,718.31	\$ 3,571.83	\$ 39,289.14	\$ 35,718.31	\$ 3,571.83
12. Subcontract/Agreements											
13. Other (specific dollar mandatory)	\$ 208,600.00	\$ 20,860.00	\$ 229,460.00	\$ 174,803.06	\$ 17,480.31	\$ 192,283.37	\$ 200,347.31	\$ 20,034.73	\$ 220,382.04	\$ 200,347.31	\$ 20,034.73
	\$ 1,225.00	\$ 122.50	\$ 1,347.50	\$ 1,058.30	\$ 105.83	\$ 1,164.13	\$ 1,201.70	\$ 120.17	\$ 1,321.87	\$ 1,201.70	\$ 120.17
TOTAL	\$ 7,306,439.62	\$ 736,643.56	\$ 8,043,083.18	\$ 6,369,259.53	\$ 679,223.35	\$ 7,048,482.88	\$ 7,306,439.62	\$ 736,643.56	\$ 8,043,083.18	\$ 7,306,439.62	\$ 736,643.56

Exhibit C-2, Budget

LD
 6/15/20

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

6/19/20
Date

Vendor Name: NFI NORTH, INC.

Name: Paul L. DANN, PhD
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

6/19/20
Date

Vendor Name: NFI North, Inc.

Name: Paul C. Jann, Jr.
Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date: 6/19/20

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

RD
6/19/20

New Hampshire Department of Health and Human Services
Exhibit F



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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.
- PRP 79 add to other
2.2 MB

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.

Vendor Name: N F I NORTH, INC.

Name: Paul L. DANN, MD
Title: EXECUTIVE DIRECTOR

Date

6/19/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

RS

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date 6/19/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

6/19/20
Date

Vendor Name: NFE North

Name: PAUL L. DANN, PhD
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Vendor Initials

Date 6/19/20

New Hampshire Department of Health and Human Services
Exhibit H



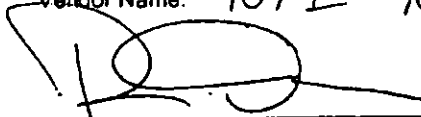
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6/19/20
Date

Vendor Name: NFE North, Inc.

Name: PAUL L. OANN, PH.D.
Title: EXECUTIVE DIRECTOR

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

RD

Date 6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials

Date 6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date 6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials

RD

Date 6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

RD

Date *6/5/20*

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/25/20
Date

NFI North, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Paul L. Dunn, PhD
Name of Authorized Representative

Executive Director
Title of Authorized Representative

6/19/20
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: *NFE NORTH, INC.*

6/19/20

Date

Name: *Paul C. Damm PhD*

Title: *Executive Director*

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 043161042
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: _____

RS
6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

RA

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

[Handwritten Signature]
6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

RD
5/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

RA

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

DN
6/9/20

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 Department's 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

RD
6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

[Handwritten Signature]
6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING.

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

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

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

RD

6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

RD

6/19/20