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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Kathleen A. Dunn
Associate Commissioner

June 8, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Behavioral Health, to enter into a **sole source** contract amendment with NFI North, Inc., 40 Park Lane, PO Box 417, Contoocook, NH 03229, (vendor number 177575-B001) to continue operation of the transitional housing program on the New Hampshire Hospital campus, by increasing the price limitation by \$12,000 from \$16,482,968 to an amount not to exceed \$16,494,968, and extending the completion date from June 30, 2015 to December 31, 2015, effective July 1, 2015 or the date of Governor and Executive Council approval, whichever is later. This Agreement was originally approved by the Governor and Executive Council on November 9, 2011, Item #110, and amended on October 2, 2013, Item #43. 100% Other funds (for the recycling program).

Funds in the following accounts are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriate of funds in future operating budgets with authority to adjust amounts between State Fiscal Years if needed and justified, without Governor and Executive Council approval.

05-95-92-920010-7010 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, COMMUNITY MENTAL HEALTH SVCS

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2012	502/500891	Payments to Providers	\$2,120,558	\$0	\$2,120,558
2013	502/500891	Payments to Providers	\$4,241,116	\$0	\$4,241,116
2014	502/500891	Payments to Providers	\$4,820,431	\$0	\$4,820,431
2015	502/500891	Payments to Providers	\$4,820,431	\$0	\$4,820,431
2016	502/500891	Payments to Providers	\$0	\$0	\$0
Sub-total			\$16,002,536	\$0	\$16,002,536

05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2012	102/500731	Contracts for Program Svcs	\$150,000	\$0	\$150,000
2013	102/500731	Contracts for Program Svcs	\$150,000	\$0	\$150,000
2014	102/500731	Contracts for Program Svcs	\$106,503	\$0	\$106,503
2015	102/500731	Contracts for Program Svcs	\$73,929	\$0	\$73,929
2016	102/500731	Contracts for Program Svcs	\$0	\$12,000	\$12,000
Sub-total			\$480,432	\$12,000	\$492,432
Grand Total			\$16,482,968	\$12,000	\$16,494,968

EXPLANATION

This Amendment is **sole source** because it will allow the Department to continue to provide the transitional housing program operated on the campus of the Governor Hugh J. Gallen State Office Park and for a seven (7) bed residence in Bethlehem, New Hampshire, for up to 47 consumers. The Contractor will provide mental health services to assist consumers, who have been referred by the New Hampshire Hospital, to move back into the community. The Contractor will also continue the recycling program operated through the evidenced based employment program that is part of the transitional housing program. Additionally, this Amendment will allow the Department the additional time to develop and publish a request for proposals that meets the changes for transitional housing program services in New Hampshire.

Transitional housing program services will be provided to Medicaid clients. The Contractor will continue to seek reimbursement for Medicaid services through Department's Medicaid fee for service. The Contract does not include funding for the Medicaid dollars as they are not paid for through this contract. The Contract includes funding for the recycling program.

Should the Governor and Executive Council not approve this request, the Department would have no entity and no staff to operate the transitional housing program as of July 1, 2015. The clients currently in the program could not simply be moved back into the community or transferred to New Hampshire Hospital Acute Psychiatric Services' facility, which is near capacity.

Area to be served: Statewide.

Source of Funds: 100% Other funds for the recycling program.

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

Respectfully submitted,


 Kathleen A. Dunn, MPH
 Associate Commissioner

Approved by: 
 Nicholas A. Toumpas
 Commissioner

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 formed July 6, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of NFI North, Inc
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 03/31/2014 :
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 4th day of June, 2015.
(Date Contract Signed)

4. Paul Dann, PhD is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Doug Giles
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 4th day of June, 2015.

By Douglas Giles
(Name of Elected Officer of the Agency)

Joanne M Daufen
(Notary Public/Justice of the Peace)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2015

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

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

PRODUCER: USI Insurance Services LLC, 12 Gill Street Suite 5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: christina.miceli@usi.biz. INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Company (23850), United States Fire Insurance Co (21113), Travelers Casualty Ins Co of Am (19046).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liab, and Crime.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The Umbrella coverage goes over the general liability coverage limit of \$1 Million/\$3 Million for all scheduled locations. The general liability policy includes an additional insured endorsement that provides additional insured status to the Certificate holder with regard to work performed on behalf of the named insured. Grey House, 93 Pleasant Street, Concord, NH 03301. (See Attached Descriptions)

CERTIFICATE HOLDER: Bureau of Behavioral Health, 105 Pleasant St Rm 210S, Attn: Sandy Lawrence, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Gould

DESCRIPTIONS (Continued from Page 1)

Pond Place, 125 Pleasant Street, Concord, NH 03301.
Brick House, 91 Pleasant Street, Concord, NH 03301.
Yellow House, 89 Pleasant Street, Concord, NH 03301.
Bayberry House, 5 Howard Road, Concord, NH 03301.
Howard Rec Center, 99 Pleasant Street, Concord, NH 03301.
Maple Lodge 787 Maple Street, St Route 142, Bethlehem, NH 03574.

NFI North, Inc.
40 Park Lane
Contoocook, NH 03229

Mission Statement

"NFI's mission is to provide diverse and innovative services for people with an emphasis on autonomy and skill development in a manner that promotes dignity, respect and responsibility so they can live successfully within their own community."



NFI NORTH, INC.

Financial Statements

June 30, 2014

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.

Financial Statements

June 30, 2014

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**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Transitional Housing Program Contract**

This second Amendment to the Transitional Housing Program contract (hereinafter referred to as "Amendment #2") dated June 3, 2015, 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"), 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 November 9, 2011, (Item # 110), and amended October 2, 2013 (Item #43), 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 State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department and the Contractor agree to extend the program by six (6) months and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read: December 31, 2015.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$16,494,968.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Work and replace with Exhibit A, Amendment #1 Scope of Services.
7. Delete in its entirety Exhibit A, Attachment A NFI Trucking Schedule and replace with Exhibit A, Attachment A Amendment #1, NFI Trucking Schedule.
8. Delete in its entirety Exhibit A, Attachment B NFI Policy on Client Collections and replace with Exhibit A, Attachment B Amendment #1 NFI Policy on Client Collections.
9. Delete in its entirety Exhibit B, Methods of Payment and replace with Exhibit B, Amendment #1, Methods of Payment.



10. Delete in its entirety Exhibit B, Attachment A and replace with Exhibit B Attachment A Amendment #1.
11. Delete in its entirety Exhibit C, Special Provisions and replace with Exhibit C, Amendment #1 Special Provisions.
12. Delete in its entirety Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revision to the General Provisions.
13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to December 31, 2015.
14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to December 31, 2015.
15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

RD
6/2/15



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

6/5/15
Date

Kathleen A. Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

NFI North, Inc.

6/4/15
Date

Paul L. Dann
NAME TITLE
EXECUTIVE DIRECTOR

Acknowledgement:

State of New Hampshire, County of Merrimack on June 4, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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



Contractor Initials: PLD
Date: 6/4/15



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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Megan A. [Signature]
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:

EXHIBIT A AMENDMENT #1
SCOPE OF WORK

1. FUTURE LEGISLATIVE ACTION OR FEDERAL OR STATE COURT ORDERS:

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.

2. BACKGROUND:

The Contractor will provide transitional housing services (THS) to individuals who have a severe mental illness (SMI), and meet eligibility requirements for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401), and also may have co-occurring substance abuse issues, past histories of forensic and legal issues, and for some individuals, a current legal status of Not Guilty by Reason of Insanity (NGRI). The majority of individuals with past forensic involvement are under court supervision.

3. REQUIREMENTS:

A. Overview:

The Contractor will provide transitional housing and rehabilitative services up to the number of clients defined in Section 4 and that are living in housing located on the Hugh Gallen State Office Park South Campus in Concord, NH, and in housing located in Bethlehem NH.

The Contractor will implement a transition plan, developed by the vendor, in consultation with BBH, New Hampshire Hospital, and the Community Mental Health Centers to transition approximately 50% of the THS population back to the community, unless otherwise agreed by the Contractor and BBH. The Contractor will support the Department's initiative to provide more opportunities to these individuals in an integrated, community based model of care and also to more effectively transition individuals to community based services.

BBH anticipates the remaining residents will be those who have forensic issues and court involvement requiring a high level of services within the THS program.

4. TIMELINE:

THS TIMELINE - CLIENTS TO BE SERVED				
Vendor Contract Year	SFY	State Quarter	Number of Clients	Comments
Year 4	SFY 2016	1	48	
Year 4	SFY 2016	2	48	

5. CLIENTS TO RECEIVE SERVICES:

The Contractor shall provide services to clients living in the transitional housing program who meet eligibility for state-funded services with a priority focus on the following populations:

- A. Individuals who have been found Not Guilty By Reason of Insanity (NGRI);
- B. Individuals who are found not competent to stand trial;
- C. Individuals who are registered sex offenders; or
- D. Individuals who have been identified by BBH as high profile individuals as the result of involvement with the criminal justice system, or a heightened risk to the community because of dangerous behavior resulting from mental illness.

6. SERVICES TO BE PROVIDED:

A. Community Residential Services:

The Contractor shall provide services defined in He-M 1002 that include assistance and instruction to improve and maintain a consumer's skills in basic daily living, personal development, and community activities such as, but not limited to, the following therapeutic behavioral services:

- 1) Personal decision making;
- 2) Personal care, household management, budgeting, shopping, and other functional skills;
- 3) Household chores and responsibilities;
- 4) Having relationships with persons both with and without disabilities;
- 5) Accessing a wide range of integrated community activities including recreational, cultural, and other opportunities;
- 6) Participating in religious services and practices of the consumer's choosing; and
- 7) Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.

B. Illness Management and Recovery Services:

The Contractor shall provide Illness Management and Recovery Services on an individual and group basis in accordance with He-M 426 that shall teach strategies for:

- 1) Collaborating actively in their treatment with professionals;
- 2) Reducing their risk of relapses and re-hospitalizations;
- 3) Reducing the severity and distress related to symptoms; and
- 4) Improving their social support.

C. Psychotherapeutic Services:

The Contractor shall provide individual and group psychotherapy in accordance with He-M 426, including sex offender treatment.

D. Partial Hospitalization Services:

The Contractor shall provide Partial Hospitalization Services in accordance with He-M 426 that shall be delivered based on the Illness Management and Recovery model.

E. Targeted Case Management Services:

The Contractor shall provide Targeted Case Management in accordance with He-M 426 to ensure continuity of care by assisting clients to gain access to needed medical, social, educational, and other services on a one-to-one basis.

F. Evidence Based Supported Employment Services:

The Contractor shall provide Evidence Based Supported Employment Services in accordance with He-M 426 to the consumers who are able to seek competitive employment.

G. Psychiatric Services:

The Contractor shall provide Evaluation and Management Services in accordance with He-M 426 by a qualified psychiatrist for the purposes of assessment and treatment of clients in the program.

7. STAFFING:

The Contractor shall provide a sufficient number of personnel to ensure the safety of consumers, staff, and the community. The staffing shall include:

- A. An administrator/director who is responsible for the day-to-day management, supervision, and operation of the residence.
- B. A medical director who shall:

- 1) Possess a valid license to practice medicine in New Hampshire; and meet the requirements of RSA 135-C: 2, XIII.
- 2) Be 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.
- 3) Maintain board eligibility or certification throughout his/her tenure as medical director.

C. At least one registered nurse, licensed in accordance with RSA 326-B, who is responsible for the overall delivery and supervision of nursing services.

D. A nurse trainer who shall provide supervision to any staff member who is authorized to administer medications.

E. A sufficient number of personnel to provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be registered as required by RSA 326-B.

F. A sufficient number of trained direct care staff to meet the needs of the consumers in accordance with the consumers' individual service plans.

G. A sufficient number of personnel to meet the 24-hour scheduled and unscheduled needs of the consumers. The provider shall have a minimum of one (1) direct staff member per residence per shift when a consumer is occupying the residence.

8. PRINCIPLES OF THE TRANSITIONAL HOUSING PROGRAM:

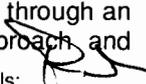
The Contractor will incorporate the following principles into the program design:

A. Community Integration:

Individuals served by the program shall have the opportunity to be integrated into community based care settings through the development of individualized, person-centered plans incorporating the needs of the individual, the safety of the individual and the public, and collaboration with other services and supports in the community, including the local community mental health center, and peer support agency. The program shall involve the individual's family to support integration into the community, with the individual's consent.

B. Promotion Of Recovery And Resiliency:

Individuals served by the program shall have access to services that will foster and promote the values of recovery and resiliency through an emphasis on a strength-based approach and

Contractor Initials: 

Date: 4/4/15

person-centered service planning. The service plan will be used to help program participants identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others to create a network of support that will build resiliency and strength based recovery and wellness skills.

C. Symptom Management:

Individuals served by the program shall have access to an evidence based illness management and recovery model for assistance in managing the symptoms of mental illness.

D. Identification Of Barriers:

The service plan will also identify any barriers to placement in the community, and emphasize the interventions necessary to promote more opportunities for community integration.

E. Access To Primary Care:

Within sixty (60) days, the vendor shall secure a local primary care physician (PCP) for all of the THS residents, and will coordinate care with the PCP to include exchange of information at regular intervals with the written consent of the individual or guardian.

F. Specialized Treatment Needs:

For individuals who have specialized treatment needs, such as treatment for co-occurring disorders, sex offender treatment, or court mandated treatment, the vendor shall provide services directly or through a subcontract.

G. Competitive Employment:

Individuals served by the program shall have the opportunity to become competitively employed in the community utilizing the evidence based supported employment model.

H. Wellness Management:

Individuals served by the program shall have access to services designed to improve physical health, including smoking cessation programs.

9. RESPONSIBILITIES OF THE PARTIES:

A. State Responsibilities:

The State agrees to provide the following services to the Contractor for the entirety of the contract, unless noted otherwise:

- 1) Routine building maintenance defined to include expenditures made for the regular upkeep of physical properties, including recurring, preventative and ongoing maintenance necessary to delay or prevent the failure of critical and non-critical building systems and equipment. Any expenditure beyond routine maintenance shall be billed to the Contractor. The State retains the right

to perform routine building inspections of any of the facilities;

- 2) Grounds maintenance, including snow removal;
- 3) Laundry services;
- 4) Housekeeping/environmental services;
- 5) Medical and dental services for six (6) months from the date of the contract, as currently provided by New Hampshire Hospital;
- 6) Water and sewer; and
- 7) Electricity and heat for Pond Place and two-thirds (2/3) of the cost for electricity and heat for the Howard Recreational Center.

B. Contractor Responsibilities:

The Contractor agrees to assume the cost of the following:

- 1) Electricity;
- 2) Heat;
- 3) One-third (1/3) of electricity and heat of the Howard Recreational Center;
- 4) Phones; and
- 5) Cable (TV and Internet)
- 6) The contractor's policy defining the financial responsibilities of the clients in the transitional housing program are contained in **Exhibit A, Attachment B ~ NFI Policy On Client Collections (2013).**

10. DISCHARGES AND ADMISSIONS:

- A. The Contractor shall discharge residents in accordance with the timeline set forth in Section 5 of Exhibit A of this Contract, unless otherwise agreed by the Contractor and BBH.
- B. The Contractor shall not admit any new residents to THS after January 1, 2012, without the prior approval of BBH.
- C. The Contractor shall participate in discharge planning meetings with community mental health centers, New Hampshire Hospital, and other providers.
- D. In the event that an individual's conditional discharge is revoked, resulting in a temporary readmission to NHH, the Contractor shall retain that individual's bed.
- E. Subject to the approval of BBH, the Contractor may close or consolidate houses as the census decreases due to discharges.

11. PROGRAM STANDARDS:

- A. The Contractor shall comply with all state and federal laws and regulations pertaining to the licensure and operation of a community residential program.

- B. The Contractor shall comply with all applicable BBH administrative rules.
- C. The Contractor shall designate a staff member to perform the responsibilities of complaint manager under He-M 204.
- D. The Contractor shall provide crisis response to THS residents on a 24 hour per day, 7 days per week, 365 days per year basis.
- E. The Contractor agrees that it will perform, or cooperate in the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by BBH within timeframes specified by BBH in order to insure the efficient and effective administration of the Medicaid program.
- F. The Contractor shall maintain detailed client records as required by He-M 408. In the event that a THS consumer becomes an inpatient at NHH, the Contractor shall be deemed in compliance with He-M 408 if the consumer's inpatient status is noted in the record.
- G. The Contractor shall collaborate with the Department of Corrections, the NH Department of Justice, Law Enforcement, and the Judicial System to ensure consumer safety and public safety.
- H. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements.
- I. Clinical staff working within the program shall be certified in the administration of the Adult Needs and Strengths Assessment (ANSA) using either the state web based training and certification program, or attendance at a state sponsored training.
- J. The ANSA shall be completed on each client in the program every three (3) months and the results entered into the state data collection system.
- K. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- L. The Contractor shall assist the Pre-Admission Screening And Annual Resident Review (PASARR) Office of the NH Department of Health

and Human Services in meeting the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987. 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.

12. FINANCIAL AND PROGRAMMATIC CHANGES:

- A. In the event the State Funds designated as the Price Limitation in Block 1.8. of the General Provisions, or the State Funds allocated to the Contractor for its provision of Medicaid-reimbursable services, are materially reduced or suspended, the BBH shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event the reduction or suspension in federal or state funding allocated to the Contractor by BBH will prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C. Any plan devised pursuant to Paragraph 14.B. above, shall be submitted to BBH for review. BBH shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best effort in the following areas:
 - 1) Services to current eligible consumers will not be reduced unless the reduction in funds is directed toward a specific service or eligibility category;
 - 2) All new applicants for services will receive an evaluation and, if eligible, an individual service plan. On an annual basis, the Contractor shall notify BBH of any necessary services that are unavailable;
 - 3) The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4) The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.
- D. Except in situations covered by Paragraph 14.B. and 14.C. above, prior to the elimination of or a significant reduction in the THS program, which delivers services contracted by BBH, the Contractor shall provide BBH with at least thirty (30) days written notice with an

Contractor Initials: *RS*

Date: *6/4/15*

explanation of the programmatic and financial impact. The Contractor and BBH will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, BBH shall control the expenditure of the unspent Medicaid funds.

- E. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the Exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years state and/or federal funds deferred to the current year with BBH approval.

13. WASTE RECYCLING SERVICES

- A. **Service Locations:** Twenty-two (22) buildings situated within the Governor Hugh Gallen State Office Park, located between Pleasant, Fruit, Clinton, and South Spring Streets in Concord, New Hampshire, said buildings to include: New Hampshire Hospital, Department of Revenue, Dolloff Building, Johnson Hall, Main Building, Annex, Walker Building, Thayer Building, Department of Education, Department of Labor, Archives, Electrical Shop, Laundry Building, Parking Garage, Call Center, Howard Recreation, 89 Pleasant Street (Yellow House), 91 Pleasant Street (Brick House), 93 Pleasant Street (Grey House), 125 Pleasant Street (Pond Place), 5 Howard Drive (Bayberry House), Liberty House (Admin Appeals), and Tobey Building.

- B. **Recycling Services:** Recycling services shall include collection, sorting, shredding, transportation, and disposal of recyclable waste at designated State locations, such recyclable waste to include mixed paper, cardboard, plastic, aluminum and steel cans, and glass. Every weekday (Monday through Friday, excluding State Employee Holidays) throughout the term of this Agreement the Contractor shall collect recyclable waste from the service locations listed above according to the daily pickup schedule attached hereto and incorporated herein as Exhibit A Attachment A, NFI Recycling Truck Schedule, sort and shred the materials as appropriate, transport the material to one of two destinations, and dispose of it into one or more containers and/or compactors situated at the disposal destination which were procured by the State for such purpose. The primary disposal destination is located within the Governor Hugh J. Gallen State Office Park. The secondary disposal destination is located at 11 Stickney Avenue in Concord, New Hampshire. The Contractor shall transport all collected recyclable waste to the primary disposal destination except when the containers and/or compactors at said location are full or unavailable due to maintenance, at which time the Contractor shall proceed to the secondary disposal destination. The State reserves the right to designate other disposal locations as it sees fit to replace and/or supplement the primary and secondary disposal destinations described above.

- 1) The Contractor agrees to provide recycling services to the State of New Hampshire, Department of Administrative Services in accordance with this Agreement. The Contractor hereby agrees to abide by the provisions, terms, and conditions set forth in this Agreement.
- 2) The State of New Hampshire shall have the right to terminate the Agreement the Agreement at any time by giving the Contractor thirty (30) days advance written notice.
- 3) The Contractor agrees to prepare and maintain the following written records: Timesheets for all personnel performing Contractor obligations under the Agreement, a log of amounts of materials collected (by weight), and a truck mileage log. These records must be submitted to the Department quarterly for review and approval.
- 4) This Agreement formalizes an arrangement with the Contractor that commenced on January 1, 2012 to assume responsibility for a vocational program for transitional housing residents that was formerly managed by New Hampshire Hospital.

EXHIBIT A ATTACHMENT A, AMENDMENT #1
RECYCLING TRUCK SCHEDULE

Monday APS (New Hampshire Hospital);
Department of Revenue;
Doloff Building;
THS Residences:
 Pond Place;
 Bayberry House;
 Yellow House;
 Grey House;
 Brick House; and
Howard Recreation

Tuesday APS (New Hampshire Hospital); and
Main Building

Wednesday APS (New Hampshire Hospital);
Walker Building;
Thayer Building;
Johnson Hall; and
Tobey Building

Wednesday ~ Every Other Week: Annex and Archives.

Thursday APS (New Hampshire Hospital); and
Department of Education

Friday APS (New Hampshire);
Walker Building;
Call Center;
Department of Labor; and
Tobey Building

Thursday ~ Every Other Week:
Electrical Shop;
Liberty House (Admin Appeals);
Laundry Building; and
Parking Garage

- The amounts of recycling materials vary from site to site. Sometimes due to time constraints the truck crew is unable to finish a site during the morning hours of 8:00 AM to 11:00 AM. When a site does not get completed that morning, it is either completed that afternoon or first thing the following morning.
- At times the compactor can be full or down for maintenance. When this occurs, the truck crew will go to an alternative site at Stickney Avenue. This also changes some of the pickup times for various sites. The trucks gas tank should be filled once a week. If the trailer at this site (11 Stickney Avenue is full, please call Crista at 1-802-772-6929.

EXHIBIT A, ATTACHMENT B, AMENDMENT #1

NFI POLICY ON CLIENT COLLECTIONS (2013)

Consumer Financial Responsibilities

The purpose of this section is to define the resident financial responsibilities and services offered by Transitional Housing Services (THS).

Rent and Services:

Calculation of resident rent: Each resident of supportive housing may be required to pay as rent an amount determined by the recipient, which may not exceed the highest of:

- a. Calculations must be done within five (5) business days of Admission date.
- b. Their income must be re-examined at least annually and/or;
- c. If there is a decrease in the resident's income during the year, an interim re-examination may be requested by the resident and the resident rent adjusted accordingly.
- d. Consumers who receive an increase in income need not have their rent increased until the next scheduled (annual) re-examination.
- e. Consumers must agree to supply such certification, release, information, or documentation as the grantee judges necessary to determine the consumer's income. Self-declaration may be used only if there is no other means of verification available.

Use of rent: Consumers rent may be used in the operation of the project or may be reserved, in whole or in part, to assist consumers of transitional housing in moving to permanent housing.

Fees applied to some consumers but not others: If there is a reasonable basis to charge only some consumers, such as services that apply only to some consumers, then fees can be selectively applied. However, in most cases if a fee were charged, it would be applied to all consumers.

Clothing Allowance:

1. The intent is to create uniformity and predictability as to how requests will be processed and to insure that all consumers have their basic clothing needs met.
2. Consumers are encouraged to work in order to purchase items for personal use.
3. This process is intended to meet basic clothing needs for those who are unemployed or underemployed for various reasons. It is not intended to be a clothing allowance for those who have other resources available to them.
4. All other resources must be used prior to requesting and/or expending these funds.
5. This process was implemented on January 1, 2008 and coincided with the Social Security Administration Cost of Living Adjustment (COLA).
6. Revised rental calculations will be prepared prior to this date and will include the clothing allocation as part of the formulae.
 - a. The allocation will be based on need and subject to the approval of the Director of Transitional Housing Program on a case-by-case basis.

- b. Each consumer will have a maximum annual clothing allocation of up to \$360, preferably to be accessed twice within a year to accommodate the change in seasons.
- c. This allocation will be pro-rated up to \$30 monthly from each consumer's benefits.
- d. Emergency needs will be determined on an individual basis. The Case Manager will assist the consumer(s) in this process by submitting a special needs form for this purpose to the Director of THS.

Guidelines for Semi-Annual Consumer Clothing Needs

- a. Each consumer shall provide a needed clothing list to the Case Manager.
- b. Case Managers shall review list.
- c. Residential staff shall complete an inventory of current clothing items.
- d. Residential staff shall report findings to Case Manager within one week from inventory date.
- e. Case Manager shall review consumer's previous clothing receipts to ensure the consumer has not already purchased items being requested in the past 12 months.
- f. Case Manager shall calculate estimate based on the standardized clothing price list.
- g. Case Manager shall complete cashiers form with dollar amount and items listed and then make arrangements for shopping to occur.
- h. Once shopping has been completed the receipt shall be photocopied by staff, copy given to Case Manager and original given to the business department. This will provide documentation as to what the consumer has purchased to avoid duplicate purchases.

Food Purchase and Payments:

- 1. Meal Planning
 - a. Once a week the consumers are encouraged to attend a menu planning meeting for their house. Each consumer is encouraged to plan and cook a meal per week and have input in this meeting.
 - b. A residential supervisor is present for this meeting for support.
 - c. An RN reviews the menus for nutritional needs.
 - d. Residential staff from the menu planning meeting creates a shopping list.
 - e. The consumers attend a Restorative Partial Hospitalization (RPH) day program Monday through Friday where they prepare meals and eat lunch. A menu planning group is also done at RPH and a shopping list is made from that planning.
- 2. Shopping (Staff):
 - a. Each week on a specified day residential staff and a consumer shop for a specific residence. Staff shops at one of two stores using a store credit card.
 - b. An RPH staff person shops for the program using the same credit card from one of two stores. Often residents accompany staff to shop.
- 3. Shopping (Residents):
 - a. Two of the residences have residents who do their own shopping using their EBT card. Their food stamps are not taken out of the EBT account, but amounts are recorded.

- b. The resident picks the card up from the Account Technician and returns the card the next business day.
- 4. Amounts:
 - a. All consumers are allotted \$38.00 per week or \$2.38 per residence meal.
 - b. All residents/RPH staff are allotted \$10.50 per week or \$2.10 per meal for RPH meal
 - c. The amount is calculated according to the daily census status for the day of shopping.
- 5. Accounting:
- 6. Documentation:

Reallocation of Funds

- 1. Food and Nutrition
 - a. When a consumer has been admitted to the APS, no food costs shall be applied for the duration of the inpatient stay other than the weekly food already purchased for the residence.
 - b. When a consumer goes on a planned visit and food has not been purchased, the consumer shall be rebated the cost per meal that they will be absent.
 - c. When a consumer is transferred to an alternative community residence they shall be rebated the cost per meal from the balance of the month of any funds deposited for that month.
 - d. These funds are provided at the request of the case manager and released by the Director THS/designee on a case by case basis from their account.
- 2. Clothing Account
 - a. Requests for reallocation of rent and services charged for basic clothing needs: The intent is to create uniformity and predictability as to how requests will be processed and to insure that all consumers have their basic clothing needs met.
 - b. Consumers are encouraged to work in order to purchase items for personal use. This process is intended to meet basic clothing needs for those who are unemployed or underemployed for various reasons. It is not intended to be a clothing allowance for those who have other resources available to them.
 - c. All other resources must be used prior to requesting and/or expending these funds.
 - d. All funds are a reallocation of rent and service charges.
 - e. All funds from the clothing account, released to the consumer at discharge must be accounted for. An itemized accounting for the total amount requested should be on the **Reimbursement Reallocation Request form**.
- 3. Rent and Services
 - a. To facilitate an effective transfer, the Case Manager may request rent and services payments be suspended to be applied to planned housing costs.
 - b. All funds released to the consumer at discharge must be accounted for. An itemize accounting for the total amount requested should be on the **Reimbursement Reallocation Request form**.
 - c. Rent and utility bills shall be paid by check made out to the vendor.

EXHIBIT B AMENDMENT #1
METHODS OF PAYMENT

1. Payment for Medicaid Reimbursed services shall be made in accordance with the established Medicaid Rates and policies for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).
3. The State will fund the Contractor through reimbursement of Medicaid services delivered to clients in the program. It is the sole responsibility of the Contractor to bill for these services.
4. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 4.1. Medicaid enrolled consumers with Medicaid Fee for Service: If the consumer is enrolled with Medicaid Fee for Service, then the Contractor will bill Medicaid for services on the Fee for Service (FFS) schedule, in Exhibit B Attachment A, Amendment #1.
5. The Contractor is authorized to provide the Medicaid services listed in Exhibit A, Amendment #1 and further described in Exhibit B Attachment A, Amendment #1.
6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the funding for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. BBH reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the end of the fiscal year.
9. Any expenditure that exceeds the approved services shall be solely the financial responsibility of the Contractor.
10. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), (Subject to New Hampshire General Funds Matching) as follows:

Federal Funds:

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services
Program Title: Medical Assistance Program

10.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

11. Waste Recycling Services: The Contractor will be paid for aggregate personnel labor costs and truck mileage accrued in the performance of its obligations at a fixed quarterly rate derived from the applicable annual contract price limitation set forth below for the corresponding fiscal year. Annual contract price limitations (and corresponding fixed quarterly rates) are as follows:

7/1/15 to 12/31/15: \$12,000 (\$6,000 per quarter: July – September, and October - December).

11.1 **Invoices** shall be submitted to the Bureau of Behavioral Health quarterly together with the supporting written records required to be maintained under this Agreement pursuant to Exhibit A, Amendment #1. Payment shall be made quarterly in full within thirty (30) days after receipt of an invoice and the State's approval of the supporting records. Payment for services provided in accordance with the Agreement shall be made in full within thirty (30) days.

11.2 The invoices shall be submitted to the following address:
Financial Management
Bureau of Behavioral Health
105 Pleasant Street
Concord NH 03301

Contractor Initials: 

Date: 6/14/15

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EXHIBIT B
ATTACHMENT A AMENDMENT #1

THS Authorized Medicaid Services

	Minimum Staff Qualifications	Service	National Code	Rate	Freq./Duration
1	Bachelors Level Staff	Therapeutic Behavioral Service (TBS) Per Diem	H2020	\$233.00	1 event per day
2	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team Full Day	H2018	\$99.90	1 event per day
3	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team, Half Day	H2001	\$69.26	1 event per day
4	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Full Day	H2018	\$99.90	1 event per day
5	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Half Day	H2001	\$69.26	1 event per day
6	Bachelors Level Staff	Case Management	T1016	\$358.00	1 per calendar month
7	Bachelors Level Staff	Supported Employment	H2023	\$26.54	15 minute unit
8	Bachelors Level Staff	Psychoeducation (IMR) per 15 minutes	H2027	\$26.54	15 minute unit
9	Bachelors Level Staff	Psychoeducation (IMR) per 15 minutes-Group	H2027-HQ	\$9.19	15 minute unit
10	Masters Level Clinician	Individual Psychotherapy 20-30 minutes	90804	\$53.29	1 event per day
11	Psychiatrist	Individual Psychotherapy w/ med mgmt 20-30 minutes face to face	90805	\$66.21	1 event per day
12	Masters Level Clinician	Individual Psychotherapy 45-50 minutes	90806	\$79.93	1 event per day
13	Psychiatrist	Individual Psychotherapy w/ med mgmt 45-50 minutes face to face	90807	\$119.89	1 event per day
14	Masters Level Clinician	Individual Psychotherapy 75-80 minutes	90808	\$133.21	1 event per day
15	Psychiatrist	Individual Psychotherapy w/ med mgmt 75-80 minutes face to face	90809	\$199.82	1 event per day
16	Masters Level Clinician	Group Psychotherapy	90853	\$10.65	15 minute unit
17	Psychiatrist	Psychiatric Assessment	99213	\$65.98	1 - 99xxx event per day
18	Psychiatrist	New Patient Office or Other outpatient visit - E&M 10 minutes face to face	99201	\$39.88	1 event per day
19	Psychiatrist	New Patient Office or Other outpatient visit - E&M 20 minutes face to face	99202	\$68.33	1 event per day
20	Psychiatrist	New Patient Office or Other outpatient visit - E&M 30 minutes face to face	99203	\$99.89	1 event per day
21	Psychiatrist	New Patient Office or Other outpatient visit - E&M 45 minutes face to face	99204	\$152.03	1 event per day
22	Psychiatrist	New Patient Office or Other outpatient visit - E&M 60 minutes face to face	99205	\$190.76	1 event per day
23	Psychiatrist	Evaluation and management of patient that may not require the presence of a physician, typically 5 minutes face to face	99211	\$22.01	1 event per day
24	Psychiatrist	Evaluation and management of patient, typically 10 minutes face to face	99212	\$41.18	1 event per day
25	Psychiatrist	Evaluation and management of patient, typically 15 minutes face to face	99213	\$65.98	1 event per day
26	Psychiatrist	Evaluation and management of patient, typically 25 minutes face to face	99214	\$99.06	1 event per day
27	Psychiatrist	Evaluation and management of patient, typically 40 minutes face to face	99215	\$133.62	1 event per day



SPECIAL PROVISIONS

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

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

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6/4/15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



6/4/15



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

A handwritten signature in black ink, appearing to be 'R' followed by a flourish.



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

RP

6/14/15

EXHIBIT C -1 AMENDMENT #1
REVISIONS TO GENERAL
PROVISIONS

I. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

II. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about

the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

III. The following Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. Add the following regarding "Contractor Name" to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.

B. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

6.4. The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990, as interpreted by the US Supreme Court in the Olmstead decision and all applicable Federal and State laws and regulations.

C. Add the following regarding "Personnel" to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to The Bureau of Behavioral Health (BBH) upon request;

7.5. No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment;

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit;

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement; and

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.10. regarding "Event of Default, Remedies" with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

- 8.1.3.** Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees;
- 8.1.4.** Failure to either justify or correct material findings noted in a BBH financial review;
- 8.1.5.** Failure to comply with any applicable rules of the Department;
- 8.1.6.** Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7.** Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8.** Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report; or
- 8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

E. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

- 8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

F. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

- 8.3.** Upon termination, the Contractor shall return to BBH all unencumbered program funds in its possession. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

G. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

- 9.4.** The Contractor shall maintain detailed client records and client attendance records specifying the actual services rendered. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

- 9.5.** The Contractor shall submit to BBH all reports as requested by BBH in electronic format on such schedule that BBH shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period.

- 9.5.1.** For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements as well as the Quarterly Functional Revenues and Expenses Report and all other financial reports shall be 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 this Agreement.

- 9.5.1.2.** The Contractor shall maintain detailed fiscal records meeting all the requirements

specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.5.1.3. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.

9.5.1.4. On or before November 1, 2015, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3 of this Exhibit to DHHS in PDF format for fiscal year 2015, including the funds received under the fiscal year 2015 Agreement.

9.5.2. For required federal reports, the Contractor shall:

9.5.2.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;

9.5.2.2. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.2.3. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10.:

10.6. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.7. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder.

10.8. The Contractor shall notify the State if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis or similar occurrence. In such event, or in the event that the State has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10 of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and

cooperate with the Bureau and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services and taking other actions necessary to maintain operations.

I. Amend Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" by adding the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. Contractor will notify BBH within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.

12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render BBH's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.

12.4. Any merger of the Contractor with a third party shall render BBH's obligations under this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with

the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.

12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.1. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

K. Replace Section 14.1.1 in its entirety with the following:

14.1.1. Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage; and

L. Add the following regarding "Insurance and Bond" to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;

14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

M. Add the following regarding "Special Provisions" to Paragraph 22.:

22.1. 22.2. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.3. Any tangible personal property such as motor vehicles, furniture, furnishings, computers, appliances or

equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

22.3.1. Any such property shall be used solely to provide services to eligible consumers of Transitional Housing Services;

22.3.2. The Contractor shall not sell, lease, donate, or otherwise dispose of any property purchased with funds obtained pursuant to the Agreement without prior written permission of BBH. The terms and conditions of this section survive the termination or expiration of this Agreement;

22.3.3. Upon termination or expiration of the Agreement, or when property is no longer to be used as provided herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one of the following:

22.3.3.1. Direct that said property be sold pursuant to an independent appraisal reflecting a fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH-approved purpose; or

22.3.3.2. Allow retention of the property by the Contractor upon payment to BBH of the share contributed by BBH based on the fair market value as determined by an independent appraiser.

22.4. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity, or offer of employment on behalf of the Contractor, any Sub-Contractor, or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities, or offers of employment of any kind were offered or received by any officials, officers, employees, or agents of the Contractor or Sub-Contractor.



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date

6/4/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: NFI North, Inc.

6/4/15
Date


Name: Paul L. Dann
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Contractor Initials RD

Date 6/4/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

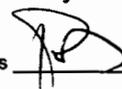

6/14/15



Exhibit I Amendment #1

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

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

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



Exhibit I Amendment #1

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


6/4/15



Exhibit I Amendment #1

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

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



Exhibit I Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I Amendment #1

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

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

Department of Health & Human Services
The State

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6/5/15
Date

NFI NORTH, Inc
Name of the Contractor

[Signature]
Signature of Authorized Representative

Paul L. Dunn
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

6/4/15
Date



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, 2014, 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, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2014 on our consideration of NFIN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NFIN's internal control over financial reporting and compliance.

KPMG LLP

September 30, 2014

NFI NORTH, INC.

Statement of Financial Position

June 30, 2014

Assets

Current assets:	
Cash and equivalents	\$ 181,781
Accounts receivable, net (note 2)	958,919
Prepaid expenses and other current assets	65,092
Due from affiliate (note 7)	93,103
Total current assets	<u>1,298,895</u>
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	7,033,840
Equipment and furnishings	696,184
Motor vehicles	913,897
	<u>9,179,913</u>
Less accumulated depreciation	<u>(4,399,307)</u>
Property and equipment, net	4,780,606
Due from affiliate (note 7)	29,837
Other assets	120,145
Total assets	<u>\$ 6,229,483</u>

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 308,964
Accounts payable	146,070
Line of credit (note 3)	100,000
Accrued payroll and related liabilities	625,542
Other accrued expenses	120,253
Deferred revenue	280,174
Total current liabilities	<u>1,581,003</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	<u>3,342,243</u>
Total liabilities	<u>4,923,246</u>
Net assets:	
Unrestricted	1,268,109
Temporarily restricted	38,128
Total net assets	<u>1,306,237</u>
Total liabilities and net assets	<u>\$ 6,229,483</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Activities
Year ended June 30, 2014

Changes in unrestricted net assets:	
Revenues and other support:	
Contracts, net (note 2)	\$ 15,704,283
Contributions:	
In-kind	674,864
Other	5,318
Interest and dividends	22,227
Miscellaneous	764
	<u>16,407,456</u>
Net assets released from program restrictions	16,599
Total revenues and other support	<u>16,424,055</u>
Expenses:	
Program services	15,198,371
Supporting services (note 7)	1,674,663
Total expenses	<u>16,873,034</u>
Decrease in unrestricted net assets before nonoperating activities	(448,979)
Nonoperating revenues (expenses):	
Gain on disposal of property and equipment	471
Other	(21)
Decrease in unrestricted net assets	<u>(448,529)</u>
Changes in temporarily restricted net assets:	
Contributions	18,991
Net assets released from program restrictions	<u>(16,599)</u>
Increase in temporarily restricted net assets	<u>2,392</u>
Decrease in net assets	(446,137)
Net assets at beginning of year	<u>1,752,374</u>
Net assets at end of year	<u><u>\$ 1,306,237</u></u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Functional Expenses
Year ended June 30, 2014

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 10,853,669	767,173	11,620,842
Other expenses:			
Contracted services	720,908	679,455	1,400,363
Other direct costs	780,724	81,558	862,282
In-kind	672,733	2,131	674,864
Occupancy	601,387	19,249	620,636
Consumables	562,096	—	562,096
Transportation	267,812	33,708	301,520
Interest	148,660	28,348	177,008
Equipment	129,449	30,717	160,166
	<u>3,883,769</u>	<u>875,166</u>	<u>4,758,935</u>
Depreciation and amortization	460,933	32,324	493,257
Total expenses	<u>\$ 15,198,371</u>	<u>1,674,663</u>	<u>16,873,034</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Cash Flows
Year ended June 30, 2014

Cash flows from operating activities:	\$	(446,137)
Decrease in net assets		(446,137)
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization		493,257
Gain on sale of property and equipment		(471)
Net realized and unrealized loss on investment		21
Changes in assets and liabilities:		
Accounts receivable, net		436,157
Prepaid expenses and other current assets		18,141
Other assets		401,646
Accounts payable		33,133
Accrued payroll and related liabilities		44,793
Other accrued expenses		1,704
Deferred revenue		92,448
Net cash provided by operating activities		<u>1,074,692</u>
Cash flows from investing activities:		
Purchases of property and equipment		(264,837)
Proceeds from sale of property and equipment		4,000
Proceeds from sale of investments		621
Increase in due from affiliate		(42,327)
Net cash used in investing activities		<u>(302,543)</u>
Cash flows from financing activities:		
Issuance of long-term debt		21,514
Repayments of long-term debt		(295,234)
Advances from line of credit		500,000
Repayments on line of credit		(925,000)
Net cash used in financing activities		<u>(698,720)</u>
Net increase in cash and equivalents		73,429
Cash and equivalents at beginning of year		<u>108,352</u>
Cash and equivalents at end of year	\$	<u><u>181,781</u></u>
Supplemental data:		
Cash paid for interest	\$	177,008

See accompanying notes to financial statements.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

(1) Summary of Significant Accounting Policies

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

(a) Basis of Presentation

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

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

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

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

(b) Revenue Recognition

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

(c) Income Taxes

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

(d) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

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. At June 30, 2014, the estimated liability for healthcare claims incurred but not yet reported or paid was \$86,880 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

(i) In-Kind Contributions

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2014, NFIN received in-kind contributions of rent, services, equipment and furnishings, and consumables amounting to \$674,864.

(j) Subsequent Events

NFIN has evaluated events subsequent to June 30, 2014 and through September 30, 2014, 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.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

(2) Accounts Receivable

Accounts receivable of \$958,919 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$6,771. Contract revenues of \$15,704,283 in 2014 have been decreased by contractual adjustments of \$256,087. During the year ended June 30, 2014, NFIN determined that \$323,894 of receivables due from the State of Maine were uncollectible and charged that amount to contracts, net on the statement of activities. The amount was previously reported in other assets at June 30, 2013.

(3) Line of Credit

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV), NFI Massachusetts, Inc. (NFI) and Team Coordinating Agency (TCA), 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, (3.75% at June 30, 2014). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2014, \$1,446,842 was outstanding under this line of credit, of which \$100,000 was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2014 for a total of \$2,269,134. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2014

(4) Long-Term Debt

Long-term debt at June 30, 2014 consisted of the following:

<u>Interest rate at June 30, 2014</u>	<u>Fiscal year due</u>	<u>Amount</u>
Mortgages payable, secured by real estate:		
7.08% variable	2016	\$ 444,845
2.63% fixed	2018	514,859
6.43% fixed	2018	483,152
5.08% fixed	2019	259,710
4.75% variable	2026	78,784
0.00% fixed*	2027	160,000
8.00% fixed	2027	46,816
0.00% fixed*	2028	160,000
8.00% fixed	2028	46,488
8.00% fixed	2030	228,805
7.00% fixed	2030	139,846
7.00% fixed	2030	130,019
0.00% fixed*	2030	125,000
0.00% fixed*	2030	116,767
7.00% fixed	2031	323,718
4.75% fixed	2031	138,407
0.00% fixed*	2031	100,000
		<u>3,497,216</u>
Total mortgages payable		
Vehicle notes, secured by automobiles:		
0.00% fixed	2015	9,924
0.00% fixed	2015	8,624
0.00% fixed	2015	8,624
0.00% fixed	2015	8,623
0.00% fixed	2015	8,623
0.00% fixed	2015	8,623
1.90% fixed	2015	6,156
0.00% fixed	2016	11,223
1.90% fixed	2017	20,468
1.90% fixed	2017	16,244
1.90% fixed	2017	16,236
1.90% fixed	2017	15,696
1.90% fixed	2017	14,927
		<u>153,991</u>
Total vehicle note payables		
Total long-term debt		
		3,651,207
Less current portion		
		<u>(308,964)</u>
Total long-term debt, net of current portion		
		<u>\$ 3,342,243</u>

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

- * 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.

Scheduled repayments of long-term debt are as follows:

	<u>Amount due</u>
Year ending June 30:	
2015	\$ 308,964
2016	255,487
2017	250,622
2018	893,299
2019	130,390
Thereafter	<u>1,812,445</u>
	<u>\$ 3,651,207</u>

Interest expense was \$177,008 for the year ended June 30, 2014.

(5) Operating Leases

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to \$109,229 for the year ended June 30, 2014, including \$57,873 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2014 are as follows:

	<u>Amount due</u>
Year ending June 30:	
2015	\$ 37,299
2016	20,863
2017	<u>4,619</u>
	<u>\$ 62,781</u>

(6) Retirement Plan

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to make a contribution of \$23,575 for the year ended June 30, 2014.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

(7) Related-Party Transactions

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$805,599 for the year ended June 30, 2014, 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 \$57,873 for the year ended June 30, 2014, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2014 in the amount of \$122,940. This amount has been reported as due from affiliate in the accompanying statement of financial position and the current portion, \$93,103 is expected to be received within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT, NFIM and TCA) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. The documentation shall include date and amount of request, interest rate, and other appropriate terms approved by the Executive Director of Administrative Services and the Executive Director of the borrowing affiliated corporation. For the year ending June 30, 2014, NFIN paid NAFI Connecticut, Inc. (NAFICT), an affiliate, an interest fee, based on prime rate less 0.50%, for usage of certain cash reserves. The amount of related interest expense recorded in the accompanying statement of activities for the year ended June 30, 2014 was not significant.



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, 2014, 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, 2014.

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, 2014

**NFI NORTH, INC.
OFFICERS**

Title	Name	Address
President	Jan Arsenault Director of Graduate Program New England College	[REDACTED]
Treasurer	Heidi Edwards Dunn Educational Program Coordinator NH Small Business Administration	[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]
Leslie Grant	CPA	[REDACTED]
Sue Allen	Business Women/Consumer Representative	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Jan Arsenault	Director of Graduate Program New England College	[REDACTED]
Heidi Edwards Dunn	Educational Program Coordinator NH Small Business Administration	[REDACTED]
Lyn Healy	Educator	[REDACTED]
Laura Rauscher	Development Officer	[REDACTED]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[REDACTED]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 10/5/14 Annual Meeting

JANICE A. WILLIAMSON
[REDACTED]
[REDACTED]

HIGHLIGHTS OF QUALIFICATIONS:

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

EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present **NFI NORTH, INC.**

Regional Director

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

1994 to 1998 **NFI NORTH, INC.**

Program Director, North Country Shelter, Jefferson, NH

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

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

Residential Coordinator of lower Carroll County located at the Carroll County Mental Health Center. Coordinate and implement all residential programs for individuals with a mental illness. Responsible for all ISO/Enhance family care residential programs. Responsible for all compliance with state and federal regulations.

1983 to **COMMUNITY SERVICES COUNCIL OF MERRIMACK COUNTY, Concord, NH**
1992 Program Administrator of the Traumatic Brain Injury Residential Program and the Vocational Training Program, both located at Franklin Falls Farm - 1989 to May 1992

Direct all aspects of rehabilitative services for brain-injured adults and progressive vocational programming for the developmentally disabled. Oversee two program managers and a staff of 18 residential and vocational trainers providing services for a caseload of 30. Administer a \$500,000 annual budget.

- Developed a profitable small business program as a vocational training tool for the developmentally disabled.
- Established highly successful, non-traditional alternative vocational programs for those in need of more comprehensive therapeutic programming.
- Planned/supervised programming and staff involved in developing and delivering three separate vocational training programs for the developmentally disabled and mentally ill throughout central New Hampshire.
- Directly involved in agency's receipt of \$200,000 "Mobility Grant" for developing the TBI program.
- Established strong relations with other TBI programs nationwide.
- Introduced the area's first vocational training program for the developmentally disabled by establishing a day program at a local church hall.
- Formulated and implemented all program models and management systems on which the Franklin Falls Farm program was developed.
- Implemented and coordinated services with outside therapists (speech, occupational, physical and behavioral).
- Supervised all job coaches and trainers.

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

TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire

1979 Substitute Teacher for Middle-Secondary School

1977 to HOLBROOK SCHOOL, Holbrook, MA

1978 Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

1978 to **UNITED STATES ARMY NATIONAL GUARD, Concord, NH**

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

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

PROFESSIONAL DEVELOPMENT:

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

1995 Facilitator/Trainer of Moderate Level Challenge Course.

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

- 1987 U.S. ARMY INSTITUTE FOR PROFESSIONAL DEVELOPMENT, Newport News, VA
Advanced Management, leadership and administration.
- 1981 U.S. ARMY, Aberdeen, MD - Officer Basic Course.

Sharon L. Bilodeau



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, THS Concord, NH 2012-Present

Business Development Coordinator

Resident Care Pharmacy, 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

Kathryn E. Holt

EDUCATION:

University of Southern Maine, Portland, ME, 2010-2011
M.A., Forensic Psychology, Marymount University, Arlington, VA, 2004, GPA – 3.98
B.A., Criminal Justice, Marymount University, Arlington, VA, 2002
A.A., Liberal Arts, Technical Vocational Institute, Albuquerque, NM, 2000
University of New Mexico, Albuquerque, NM, 1997-2000

EMPLOYMENT EXPERIENCE:

Operations Management Supervisor, United Parcel Service, Laconia, NH (December 2011 – Present)

Supervise up to 50 employees. Coordinate scheduling of package movement. Monitor Package Center Information System and resolve customer concerns. Responsible for time card accuracy. Interact with all levels of management at UPS. Produce daily reports regarding delivery of packages. Support a variety of technical and administrative tasks daily. Inspect high value packages. Responsibilities increased due to performance efficiency.

Substance Abuse Counselor, Induction Specialist, CAP Quality Care, Westbrook, ME (January, 2010 – September, 2011)

Earned certification as Alcohol and Drug Counselor. Conducted individual counseling sessions and monitored compliance for 55 patients with co-occurring mental health and substance abuse disorders. Responsible for engaging new patients in treatment. Formulated individualized treatment plans. Completed screening and intake paperwork. Identified clinical and case management needs. Chair of Treatment Review Committee, member of Quality Improvement Committee and Community Intervention Committee. Facilitated and documented group sessions. Provided crisis intervention as needed. Provided referrals and coordinated care with providers. Engaged in individual case consultation with CAP doctor and nursing staff. Responsible for coordinating intake, group, and floor duty schedules and coverage. Ensured compliance with all regulations.

Substance Abuse Counselor, Manchester Metro Treatment Center, Manchester, NH (December, 2008 – January, 2010)

Responsible for a caseload of 60 patients. Formulated and implemented individualized treatment plans. Completed treatment assessments and documented progress of patients. Identified clinical and case management needs. Completed biopsychosocial and intake paperwork. Provided crisis intervention. Coordinated care with outside agencies. Ensured compliance with government regulations.

Kathryn E. Holt

Supervisor of Home Visitors, Urban Neighborhoods Healthy Families, Dorchester, MA
(December, 2007 – October, 2008)

Provided supervision to six paraprofessional home visitors. Guided and mentored staff, facilitated training, and coordinated resources to ensure effective delivery of services to a multicultural client population. Organized program events and group activities. Partnered with Program Coordinator and Program Director in assessing quality assurance, including assisting in accreditation, annual reports, site visits, and surveys. Established an active presence in the community to educate and inform others about the program. Participated in local, regional, and statewide Healthy Families planning and training programs to support program and agency goals.

Correctional Recovery Academy Counselor, Spectrum Health Systems, Concord, MA
(July, 2006 – July, 2007)

Facilitated Relapse Prevention and Anger Management classes at Northeastern Correctional Center. Monitored inmate compliance with Academy and Department of Correction rules and regulations. Participated in multi-disciplinary treatment planning, case reviews and conferences. Worked cooperatively with DOC personnel to ensure coordination of treatment.

ACHIEVEMENTS:

2011	Chair Treatment Review Committee
2010-2011	Community Intervention Committee Member (provided education to DHHS, probation/parole, Portland Police Department, USM graduate students, and other community agencies)
2010-2012	Certified Alcohol and Drug Counselor
2008	CPR and First Aid Certified (Infant and Adult)
2008	Completed Supervisor Intensive Training
2006	Spectrum Health Systems Contributor's Circle Award
2004	Intern, U.S. Department of Justice, Federal Bureau of Prisons, Washington, DC
2003-Present	Psi Chi Honor Society Member
2003-2004	Graduate Assistant, Marquette University Graduate Admissions
2002	Intern at Solas Anois Irish Women's Domestic Violence Project and Croydon Domestic Violence Advocacy Service, London, England
2001-Present	Beta Psi Honor Society Member

COMPUTER SKILLS: Proficient in Internet Explorer, Microsoft Word, Excel, Powerpoint, Access, Outlook. Knowledge of SPSS.

REFERENCES: Available upon request.

Paul L. Dann, Ph. D.

Jan. 1993- NFI North, Contoocook NH
present

Executive Director

Responsible for the overall management of this private non-profit corporation with a total annual budget of 13+ million dollars. Developed key programs and services to address the need of state mandated child protection, juvenile justice and mental health and educational agencies within the Northern New England area. Worked with Board of Directors, Agency Management and Business Staff to insure corporation's fiscal and programmatic excellence. Provided regular consultation and training to private and public human service organizations.

Sept. 1991- NORTH AMERICAN FAMILY INSTITUTE - Concord, NH
Jan. 1993

Director of Children and Family Services

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

April 1980 - NORTHEASTERN FAMILY INSTITUTE - Danvers, MA
Sept. 1991

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

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

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

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

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

Worked as part of a mobile crisis intervention team. Provided crisis intervention services throughout five communities on an open referral

basis. Worked with area services, police and community members to provide pre-screening for voluntary and involuntary psychiatric hospitalization, mental status exams, crisis management, referral and consultation. Provided community presentations on the topics of mental health and program services.

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

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

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

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

April 1982- NORTH SHORE COMMUNITY MENTAL HEALTH CENTER
June 1983

Intensive Family Treatment Project-Professional Foster Parent

Served as a professional foster parent for youth participating in IFTP. Provided short-term planned and emergency placement for identified clients and siblings of clients. Participated in treatment sessions and treatment planning.

April 1979 - COMMUNITIES FOR PEOPLE SPECIALIZED FOSTER CARE
Sept. 1979

Caseworker

Managed a caseload of previously institutionalized adolescents. Provided ongoing counseling and advocacy work for clients and families. Recruited foster families, participated in public relations work and home studies.

January 1978 -MALDEN PUBLIC SCHOOLS ALTERNATIVE SCHOOL,
January 1979 LINCOLN ANNEX

Teachers Aid

Taught and worked with emotionally disturbed adolescents. Worked toward developing their academic and social skills. Developed behavior management plans. Planned class work. Provided individual tutoring and crisis intervention.

July 1976 - ROXBURY MUNICIPAL COURT, PROBATION DEPARTMENT
July 1977

Senior Clerk

Responsible for organizing court sessions, recalling warrants, performing

investigatory work and interviewing defendants. Additional responsibilities included maintaining a caseload of youthful offenders as well as preparing pre-sentence investigation reports.

EDUCATION

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

HONORS

- Foster Parent Award, 1982
Consultant for an introductory text in Human Services
Nominated for Northeastern University Alumnus of the Year, 1981

OTHER RELATED EXPERIENCE

- Leadership NH class of 2001
Board Member Havenwood Heritage Heights, Chair Planning Committee 2002, Vice President of the Board of Directors 2006, President Board of Director 2008-2011
Research Fellow, Institute for Social Innovation, Santa Barbara, CA 2010 to present
Board Member Maine Association of Mental Health Services 2001-present
Past President Hopkinton Independent School Board of Directors 1999-2009
Former Secretary Board of Managers Community Provider Network 1999-2003
Vice Chair Board of Managers Community Provider Network 2003-2006
Adjunct Faculty, New England College, Henniker NH. 1997-present
Former Massachusetts Licensed Social Worker - Lic. # 300178
Clinician, Northeastern Family Center, Melrose Ma. 1988-1989
Consultant, NECMHS, Amesbury, Ma. 1988-1990
Trainer, Community Programs Innovations 1986-1993
Counselor, Share Temporary Shelter, Lowell, Ma. 1978
Student Advisor, Northeastern University Peer Counseling Center 1977-1978
Counselor, Project Cope, Lynn, Ma. 1975-1977
Outreach Worker, Fenway Area Outreach Program, Boston, Ma. 1975-1976

TRAININGS WORKSHOPS AND PRESENTATIONS (partial list)

Effective Leadership

NAFI National Conference

November 2010

Engaging Culturally Diverse Students in the Classroom an On line

New England College Professional

Development Day

Summer 2010

Working Alliance within the Classroom

Contoocook School Summer 2008

Leadership Development Seminar

NFI Leadership Development Program

Spring/Summer 2008

Behavior Management

NFI North Core Training 2007

Meaning Making within Organizations

NFI North Leadership Professional

Development 2006

Reintegrative Services for Youth

DCYF annual Conference 2006

Difficult People and Conflict Management

DCYF Annual Conference 2006

The Role of Story Telling in Leadership

NAFI National Conference 2003

Culture Counts! A Look at the Power of Positive Culture within the Classroom

Southern NH University Howard Gardner

Conference 2003

Supervisory Training

NFI North Leadership Training 2003

Culture in the Classroom

Hopkinton Independent School Staff

Development Day 2003

An Introduction to the Normative

Community Approach

NFI North 2003

Effective Leadership within the Normative Approach

NAFI Conference 2002

Effective Project Development

NAFI National Conference 2001

Leadership 2001

NAFI Conference 2001

Leadership 2000

NAFI Conference 2000

Communication Skills

NFI North Annual Conference 2000

Management, Leadership and Supervisory Skills Training

NAFI National Conference 1999

Effectively Managing Organizational Change

DCYF Annual Conference 1998

COURSES TAUGHT

New England College Graduate and Continuing Studies

Masters in Health Care (all three credit courses)

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

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

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

KAREN E. CUSANO, M. Ed.



AREAS OF EXPERTISE:

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

PROFESSIONAL EXPERIENCE:

8/93 to Present

**ASSISTANT EXECUTIVE DIRECTOR:
NFI NORTH, INC.**

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

4/89 to 8/93

**AGENCY SUPERVISOR EXPERIENCES:
NORTHEASTERN FAMILY INSTITUTE, INC.**

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

4/89 to 8/93

**PROGRAM DIRECTOR
NORTHEASTERN FAMILY INSTITUTE, INC.
INTERMISSION ADOLESCENT ASSESSMENT CENTER**

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

4/87 to 4/89

PROGRAM DIRECTOR

NORTHEASTERN FAMILY INSTITUTE, INC.

SIX SEASONS RESIDENTIAL TREATMENT CENTER

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

3/82 to 4/87

ASSISTANT DIRECTOR/COUNSELOR/HOUSE PARENT

NORTHEASTERN FAMILY INSTITUTE, INC.

DIVERSION HOUSE

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

EDUCATIONAL BACKGROUND:

1991 to 1993

CAMBRIDGE COLLEGE

CAMBRIDGE, MASSACHUSETTS

Master of Education in Counseling Psychology

1986 to 1988

UNIVERSITY OF MASSACHUSETTS

BOSTON, MASSACHUSETTS

Psychology Major, Undergraduate Study

1984 TO 1986

NORTH SHORE COMMUNITY COLLEGE

BEVERLY, MASSACHUSETTS

Associate of Science in Human Services and Mental Health

MEMBERSHIPS:

SECRETARY (former President for over five years)

NEW HAMPSHIRE PARTNERS IN SERVICE (NHPS)

Non-profit association made up of multiple human service provider executives. NHPS works on NH legislative and policy-making initiatives

SPECIAL HONORS/AWARDS:

SPIRIT OF THE COMMUNITY AWARD

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

FOSTER FURCOLO SCHOLARSHIP

Awarded full 2-year grant for outstanding academic achievement.

GTE SYLVANIA SCHOLARSHIP

Awarded a full semester grant for outstanding academic performance.

LINK AWARD

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

ADDITIONAL WORK EXPERIENCE:

2002 to 2004

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

1984 To Present

**VOLUNTEER
COMMUNITY PROGRAM INNOVATIONS
DANVERS, MASSACHUSETTS**

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

1986 to 1987

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

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

1985 to 1986

**VOLUNTEER COUNSELOR
JUSTICE RESOURCE INSTITUTE
WESTBORO STATE HOSPITAL BUTLER CENTER**

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

1984 to 1985

**CONTRACTED SPECIAL
METROPOLITAN STATE HOSPITAL
GAEBLER CHILDREN'S UNIT**

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

GABRIELA ITIGAN, MBA

Strategic, results-driven leader with proven ability to spearhead change, and conceptualize and execute innovative, sustainable initiatives.

PROFESSIONAL EXPERIENCE

CFO

Dec 2013 - Present

NFI North

Nonprofit Human Service Agency Specializing in Community-Based Care for Children, Youth, and Adults with Emotional and/or Behavioral Problems

Reporting directly to the Executive Director and a member of the Senior Leadership Team, responsible for all accounting, financial management, and business functions of the Agency. Responsible for planning, organizing, controlling, and developing the activities of the Finance Department of the Northeastern Family Institute, while ensuring that all financial records are accurate and reflect the financial goals and objectives of this non-profit agency. Responsible for the operation of the Business Office, and for establishing accounting systems and practices aimed to support and strengthen compliance and encourage transparency.

- Enhance and maintain all financial processes related, including cash flow/cost structure analysis, general ledger/variance analysis; supervision of accounts payable/receivable, flex budgets, Medicare and Medicaid cost reports and payroll.
- Oversee the preparation, administrations and monitoring of the Agency's budget.
- Assist program directors in budget development, monitoring and management, including maintenance of financial records and controls.
- Provide Executive Leadership with information to support compensation analysis; analyze the fiscal impact of proposed compensation changes and advise leadership on financially related issues in support of compensation decisions.
- Plan and coordinate financial research and analysis of various studies related to salaries, income and expenditures.
- Assume leadership role in formulating the Agency's policies and plans, advising Regional Directors and Program Directors of the financial, procedural and related implications of programs and proposed changes in rules, policies and procedures.
- Conduct long-range forecasting, advising Regional Leadership on related fiscal policies and strategies.

CONTROLLER

Feb 2013 – Dec 2013

COMMUNITY PARTNERS

Behavioral Health and Developmental Services of Strafford County

Responsible for the operation of the Business Office, and for establishing accounting systems and practices aimed to support and strengthen compliance and encourage transparency.

- Organized, implemented, directed and evaluated the company's accounting function and performance following generally accepted accounting principles (GAAP) and in accordance with practices appropriate for non-profit agencies.
- Oversaw all financial functions including accounting, budget, audit, credit, compliance, grant management.
- Prepared and finalized monthly and annual financial reporting materials and metrics for the Finance Committee and the Board of Directors
- Provided strategic financial input and leadership on decision making issues affecting the organization
- Evaluated and advised on the impact of long-range planning and the introduction of new programs/strategies
- Evaluated the performance of the 15 Business Office staff to provide for professional development and to maximize contributions to established goals

CONTROLLER

Feb 2005 - Nov 2012

NORTHERN ELASTOMERIC, INC.

Successful joint venture with Fortune 500 company, specializing in roofing and waterproofing products.

Directed the company's accounting functions including managing daily departmental operations, financial reporting and analysis, operational and cost accounting, cash management, bank reporting, budgeting and forecasting. Decisive leader to the accounting and finance staff, and active member of the strategic team.

- Automated and streamlined accounting processes and functions, improving operating efficiencies and decreasing monthly closings by 75%. Achieved an audit ready position at all times by improving the accounting department structure and ensuring the company's internal control processes were congruent with the quest for continual improvement of the efficiency and effectiveness of the department.
- In cooperation with the CFO of the company, secured a new loan agreement with a new banking partner, effectively reducing interest cost by over \$100K per year, and increasing the company's new debt ceiling, better positioning the company for taking advantage of future growth opportunities.
- Created cost cutting contingency plan, resulting in annual savings of \$635K.
- Assumed leadership role in transitioning from a standard cost system to an actual cost system.
- Coordinated the R&D tax credit study, resulting in a \$385K tax refund and reducing the company's effective tax rate.
- Improved budget models, providing "what if" functionality and simplified the preparation of annual operating and capital budgets. Created flex budget, increasing management's visibility to the outcome of various scenarios.

- Analyzed gross margins for products and prepared reports about financial performance in addition to documenting and responding to management regarding manufacturing expenses, trends, and deviations from budget.
- Reviewed working capital/cash flow requirements on a regular basis, initiating appropriate strategies to enhance cash position.
- Lead the year-end audit process.
- Prepared annual budgets, forecast updates, and performed monthly business reviews.
- Managed monthly, quarterly and annual closings as well as preparation of related financial statements and key financial performance metrics.
- As member of the strategic team, developed policies, procedures, and controls to facilitate company objective achievement.
- Served as mentor and coach to the finance staff, aligning departmental and individual objectives to the strategic and tactical goals indentified in the balanced scorecard.
- Conducted routine meetings with employees emphasizing any changes and future course of actions to address those changes and provide guidance on any issue. In charge of all training associated with the transition to actual cost.
- Gave monthly presentation of operations and financial results to executive and upper management.
- Maintained periodic communication with lending institution, preparing and submitting the Borrowing Base Certificate in a timely fashion and representing the company during outside bank audits.
- Collaborated on HR special projects and provide assistance to HR as necessary. Served as HR Manager's back-up.
- Oversaw the company's IT functions.
- Highly developed diplomatic and communication skills, tested in negotiations concerning revamping the organization's benefit package.
- Served as interim CFO.

CONTROLLER

April 2001-Oct 2004

SPAULDING COMPOSITES CO.

Manufacturer of thermo set composite materials and components, serving a variety of markets including heavy equipment, air tools, and cryogenics.

Responsible for all phases of the day to day corporate accounting and HR operations, including A/R, A/P, invoicing, G/L, payroll, benefits, and the consolidation of the financial information from multiple plants.

- Produced profit and loss statements, quarterly forecast, balance sheet and month end critique.
- Researched and analyzed income statement and balance sheet variances and interpreted accounting information to appraise operating results in terms of profitability, performance against budget, productivity, and other matters bearing on the fiscal soundness and operating effectiveness of the organization. Analyzed plant operating costs, and other reports to assist operations management in controlling actual plant performance.

- Managed the day-to-day banking relationships and reporting requirements to enable decision making at various levels of the organization.
- Managed a staff of six accounting professionals, exercising the usual authority of a department head concerning staffing, training, performance appraisals, promotions and salary recommendations.
- Managed the Human Resources department of this 170 employees company, providing the HR Generalist with direction, ensuring the company policy is in adherence to the current labor legislation, and staying abreast of recent developments in employment law.
- Supported the organization's ad-hoc financial needs, presenting independent analysis of operations, trends, and variances to senior management and recommending corrective or exploitative actions.

ACCOUNTANT

April 1995 – Dec 2000

CHAUVIN ARNOUX INC.

Manufacturer of professional electrical test and measurement instruments for the industrial, commercial and utility marketplace

Responsible for maintaining the accuracy and integrity of the following corporate systems: Standard Costing, G/L, A/P, A/R.

- Coordinated the month-end closing cycle, including generating and posting necessary month end journal entries, performing balance sheet accounts reconciliation, conducting account and fluctuation analysis, analyzing cost and manufacturing variances and reporting monthly results to management.
- Compared actual expenses to budget and investigated variances. Summarized monthly financial results and reported to upper management.
- Responsible for all currency exchange transactions, as well as the inter-company reconciliations with French parent company.
- Instrumental in the implementation of Fourth Shift, including the installation and set-up of all modules required by accounting, the development of procedures to be used by this new system, and the training of staff on the system
- Developed and monitored standard costs. Reviewed costs for labor, material and overhead to establish and periodically update standard costs to ensure they were current and accurately reflected manufacturing costs.

EDUCATION

Southern NH University, Portsmouth, NH
Global MBA with a Graduate Certificate in Finance

New England College, Henniker, NH
Bachelor of Arts in Accounting
Graduated Cum Laude

Continuing Education: Sheehan Phinney's 20th Annual Employment Law Review and Update – May 22, 2009.
Granite State Human Resources Conference – May 2009

Affiliations:

Fiduciary Liability Seminar – Devine, Millimet – March 2008

2007 Granite State HR Conference

19th Annual Employment Law Review & Update – 2007

Member of the Southern NH University Gamma Nu Chapter of
Delta Mu Delta Honor Society

NFI NORTH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janice Williamson	Regional Director	\$83,250	58%	\$48,119
Sharon Bilodeau	Program Director	\$69,360	100%	\$69,360
Kathryn Holt	Program Director	\$44,000	100%	\$44,000
Paul Dann	Executive Director	\$148,980	0%	\$0
Karen Cusano	Assistant Executive Director	\$120,000	0%	\$0
Gabriela Itigan	Chief Financial Officer	\$97,000	0%	\$0



MTT 43

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

BUREAU OF BEHAVIORAL HEALTH
105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964

August 30, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

RETROACTIVE
SOLE SOURCE

0.5% Other funds
51% General funds
48.5% Federal funds

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, to **amend** an agreement with NFI North, Inc., 40 Park Lane, PO Box 417, Contoocook, New Hampshire 03229, vendor number 177575-B001, by increasing the price limitation by \$1,258,490 from \$15,143,904 to \$16,402,394 to expand the transitional housing program by eight beds for the period October 1, 2013, or date of Governor and Council approval, whichever is later, through June 30, 2015. This agreement was originally approved by Governor and Council on November 9, 2011, Item #110-A. Funding sources (92% Medicaid, 8% GF).
2. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, to enter into a **retroactive, sole source amendment** with NFI North, Inc., 40 Park Lane, PO Box 417, Contoocook, New Hampshire 03229, vendor number 177575-B001, by increasing the price limitation by \$80,574 from \$16,402,394 to \$16,482,968 to provide vocational development and recycling services for the period January 1, 2012 through June 30, 2015. Funding source (100% Other funds transferred from the Department of Administrative Services to the Department of Health and Human Services).
3. Contingent upon the acceptance of Requested Action #2, authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, to make a payment of \$33,430.50 from the funds referenced in Requested Action #2 to pay for the recycling services performed by the contractor between January 1, 2012, and June 30, 2013.
4. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavior Health, to **amend** an agreement with NFI North, Inc., 40 Park Lane, PO Box 417, Contoocook, New Hampshire 03229, vendor number 177575-B001, by replacing the current contract language regarding the amount of funds to be collected from clients for food and rent with a client collection policy.

Funds are available in the following accounts in State Fiscal Years 2014 and 2015 with authority to adjust amounts if needed and justified between State Fiscal Years.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

August 1, 2013

Page 2

05-95-92-920010-7010 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
HHS:BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, COMMUNITY MENTAL HEALTH SVCS

Fiscal Year	Class/Object	Class Title	Current/Modified Budget	Increase/(Decrease) Amount	Revised/Modified Budget
2012	502-0891	Payments to Providers	\$ 2,120,558	\$ 0	\$ 2,120,558
2013	502-0891	Payments to Providers	\$ 4,241,116	\$ 0	\$ 4,241,116
2014	502-0891	Payments to Providers	\$ 4,241,115	\$ 579,316	\$ 4,820,431
2015	502-0891	Payments to Providers	\$ 4,241,115	\$ 579,316	\$ 4,820,431
Total			\$14,843,904	\$ 1,158,632	\$16,002,536

05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
HHS:BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

Fiscal Year	Class/Object	Class Title	Current/Modified Budget	Increase/(Decrease) Amount	Revised/Modified Budget
2012	102-0731	Contracts for Program Services	\$ 150,000	\$ 0	\$ 150,000
2013	102-0731	Contracts for Program Services	\$ 150,000	\$ 0	\$ 150,000
2014	102-0731	Contracts for Program Services	\$ 0	\$ 106,503	\$ 106,503
2015	102-0731	Contracts for Program Services	\$ 0	\$ 73,929	\$ 73,929
Total			\$ 300,000	\$ 180,432	\$ 480,432
Grand Total			\$15,143,904	\$ 1,339,064	\$16,482,968

Explanation

Per Required Action #1, the funds in this amendment will be used to expand the transitional housing program operated on the campus of the Governor Hugh J. Gallen State Office Park by adding an 8-bed residence in Bethlehem, NH. Opening these beds will help alleviate the bed shortage at New Hampshire Hospital. NFI North, Inc. will be accepting New Hampshire Hospital patients who have been stabilized but are not ready to move back into the community, thereby opening up beds at the Hospital for those with more acute needs. There is no cost to the State to acquire this residence as it is owned by NFI North, Inc. They have used their own funding to make renovations. The program will be funded 92% through Medicaid reimbursement.

Should Governor and Council not authorize this request, the State would be foregoing an opportunity to have a much-needed impact on the problem of psychiatric patients backing up in community hospital emergency rooms because of the lack of bed space at New Hampshire Hospital.

Requested Action #2 and #3 are **retroactive** and **sole source** as the amendment affirms and memorializes as contract obligations, the recycling services that NFI North, Inc. has undertaken five days per week as part of its vocational development program continuously since January 1, 2012, the beginning of its original contract. Due to the ongoing status of this arrangement as a private continuation of a former State program and the various social services being provided by NFI North, Inc. in connection therewith, it was not subjected to competitive bidding.

The fees payable under the amendment are based on NFI North, Inc.'s actual costs in the first 12 months of the recycling operation, which totaled \$22,287. The actual costs included in that total figure were hourly wages for program clients and staff, and mileage for the box truck used to collect and transport the recyclable materials. The total fee payable for Fiscal Year 2012 (six months) is \$11,143.50. For Fiscal Year 2013 the total is \$22,287. The total fee for Fiscal Year 2014 will be slightly higher at \$23,143.50 in anticipation of adding the renovated Tobey Building as a new service location in January 2014. The total fee for Fiscal Year 2015 will be \$24,000 as the Tobey Building will be part of the contract for a full 12 months. Upon approval of the amendment, the Bureau will reimburse NFI North, Inc. \$33,430.50 for all of Fiscal Year 2012 and 2013.

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

August 1, 2013

Page 3

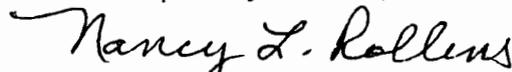
Prior to January 2012, recyclable waste collection and sorting services were provided for each of the buildings located in the Governor Hugh J. Gallen State Office Park, including the New Hampshire Hospital, through a vocational development recycling program by residents of the transitional housing services program, under supervision by State employees from the Department of Health and Human Services. The operating cost of the vocational development recycling program was reimbursed from the State Recycling Fund established and administered pursuant to RSA Chapter 9-C. In 2011 transitional housing services was discontinued as a state-operated program and reestablished effective January 1, 2012 in partnership with the Bureau of Behavioral Health as a government-funded program of NFI North, Inc., a private non-profit human services agency. The intention and effect was to keep the transitional housing services program intact and operating both during and after its privatization. In assuming the management and operation of all facets of the transitional housing services program, NFI North, Inc. took over the vocational development recycling program on the campus at the beginning of January 2012 with the understanding that its recycling program operating costs would be reimbursed just as those of the Department had been prior to the privatization of transitional housing services. It was not until several months later that NFI North, Inc. learned that it would need a contract with the Department of Administrative Services in order to be reimbursed from the State Recycling Fund. The Department of Administrative Services and the Department of Health and Human Services have subsequently drafted a Memorandum of Understanding which must be approved by Governor and Council that allows for the transfer of funds from the State Recycling Fund to the Bureau of Behavioral Health so that NFI North, Inc. can be paid.

Per Requested Action #4, the Bureau wishes to substitute language in the original contract regarding clients' financial responsibility for the cost of food and rent with a policy developed by NFI North, Inc. This policy is more flexible, expansive, and better-tailored to the clients typically seen in the program.

Area served: Statewide.

Source of funds: 51.0% General Funds, 48.5% Federal Funds, 0.5% Other Funds.

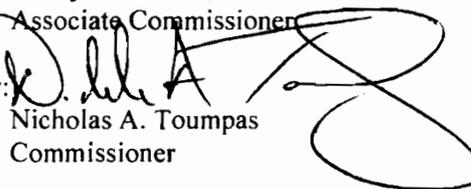
Respectfully submitted,



Nancy L. Rollins,

Associate Commissioner

Approved by:



Nicholas A. Toumpas

Commissioner

NLR/pbr/sl

Enclosures

Amendment to Agreement

This Amendment to Agreement (hereinafter called the "Amendment") is dated this 30th day of August 2013, between the State of New Hampshire, Division of Community Based Care Services, Bureau of Behavioral Health of the Department of Health and Human Services (hereinafter called "BBH") and NFI North Inc., a non-profit corporation organized under the laws of the State of New Hampshire with a place of business at 40 Park Lane, Contoocook, New Hampshire 03329 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement dated **October 31, 2011**, the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by BBH of certain sums specified therein; and

WHEREAS, pursuant to Paragraph 17. of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver, or discharge by the Governor and Executive Council of the State of New Hampshire;

WHEREAS, BBH and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification to Exhibit A ~ Scope of Work

1.1 Add Paragraph 15. WASTE RECYCLING SERVICES directly after Paragraph 14.:

15. WASTE RECYCLING SERVICES

A. Service Locations: Twenty-two (22) buildings situated within the Governor Hugh Gallen State Office Park, located between Pleasant, Fruit, Clinton, and South Spring Streets in Concord, New Hampshire, said buildings to include: New Hampshire Hospital, Department of Revenue Administration, Dolloff Building, Johnson Hall, Main Building, Annex, Walker Building, Thayer Building, Department of Education, Department of Labor, Archives, Electrical Shop, Laundry Building, Parking Garage, Call Center, Howard Recreation, 89 Pleasant Street (Yellow House), 91 Pleasant Street (Brick House), 93 Pleasant Street (Grey House), 125 Pleasant Street (Pond Place), 5 Howard Drive (Bayberry House), Liberty House, and Tobey Building when occupied (anticipated beginning January 2014).

B. Recycling Services: Recycling services shall include collection, sorting, shredding, transportation, and disposal of recyclable waste at designated State locations, such recyclable waste to include mixed paper, cardboard, plastic, aluminum and steel cans, and glass. Every weekday (Monday through Friday, excluding State Employee Holidays) throughout the term of this Agreement the Contractor shall collect recyclable waste from the service locations listed above according to the daily pickup schedule attached hereto and incorporated herein as **EXHIBIT A ~ ATTACHMENT A ~ NFI Recycling Truck Schedule**, sort and shred the materials as appropriate, transport the material to one of two destinations, and dispose of it into one or more containers and/or compactors situated at the disposal destination which were procured by the State for such purpose. The primary disposal destination is located within the Governor Hugh J. Gallen State Office Park. The secondary disposal destination is located at 11 Stickney Avenue in Concord, New Hampshire. The Contractor shall transport all collected recyclable waste to the primary disposal

Contractor Initials: ND
Date: 8/30/13

destination except when the containers and/or compactors at said location are full or unavailable due to maintenance, at which time the Contractor shall proceed to the secondary disposal destination. The State reserves the right to designate other disposal locations as it sees fit to replace and/or supplement the primary and secondary disposal destinations described above.

- 1) The Contractor agrees to provide recycling services to the State of New Hampshire, Health and Human Services in accordance with this Agreement. The Contractor hereby agrees to abide by the provisions, terms, and conditions set forth in this Agreement.
- 2) The State of New Hampshire shall have the right to terminate the Agreement at any time by giving the Contractor thirty (30) days advance written notice.
- 3) The Contractor agrees to prepare and maintain the following written records: Timesheets for all personnel performing Contractor obligations under the Agreement, a log of amounts of materials collected (by weight), and a truck mileage log. These records must be submitted to the Department quarterly for review and approval.
- 4) This Agreement shall have a three and one-half (3.5) year term deemed to have commenced January 1, 2012 and ending June 30, 2015.
- 5) This Agreement formalizes an arrangement with the Contractor that commenced on January 1, 2012 to assume responsibility for a vocational program for transitional housing residents that was formerly managed by New Hampshire Hospital.

1.2. Add directly after Exhibit A, Amendment #1: EXHIBIT A ~ ATTACHMENT A ~ NFI Recycling Truck Schedule.

EXHIBIT A ~ ATTACHMENT A ~ NFI Recycling Truck Schedule

Monday	APS (New Hampshire Hospital); Department of Revenue Administration; Dolloff Building; THS Residences: Pond Place; Bayberry House Yellow House; Grey House. Brick House, and Howard Recreation.
Tuesday	APS (New Hampshire Hospital); Main Building.
Wednesday	APS (New Hampshire Hospital); Walker Building; Thayer Building.
Wednesday ~ Every Other Week: Annex and Archives.	
Thursday	APS (New Hampshire Hospital) Department of Education; Johnson Hall.
Friday	APS (New Hampshire); Walker Building; Department of Labor; Call Center; Electrical Shop; Liberty House Laundry Building; and Parking Garage.

- The above daily pickup schedule lists the sites in the order that the pickups occur.
- The amounts of recycling materials vary from site to site. Sometimes due to time constraints the truck crew is unable to finish a site during the morning hours of 8:00 AM to 11:00 AM. When a site does not get completed that morning, it is either completed that afternoon or first thing the following morning.
- At times the compactor can be full or down for maintenance. When this occurs, the truck crew will go to an alternative site at Stickney Avenue. This also changes some of the pickup times for various sites.

Contractor Initials: 
Date: 

- 1.3. The contractor will expand the transitional housing program they currently operate on the grounds of the Governor Hugh J. Gallen State Office Park by adding 8 beds in a residence they own at 787 Maple Street, Bethlehem, NH. All appropriate requirements, principles, and standards that are contained in the original contract will apply to the Bethlehem program.
- 1.4. **Delete the language in Exhibit A, Section 11. B. 6) and replace it with the following:** "6) The contractor's policy defining the financial responsibilities of the clients in the transitional housing program are contained in **EXHIBIT A ~ ATTACHMENT B ~ NFI Policy On Client Collections (2013)**. Add this directly after *Exhibit A Amendment #1, ATTACHMENT A ~ NFI Recycling Truck Schedule*.
- 1.5. **Delete the table in Exhibit A, Section 5, entitled "Timeline:" and replace with the following table:**

THS TIMELINE - CLIENTS TO BE SERVED				
Vendor Contract Year	SFY	State Quarter	Number of Clients	Comments
Year 1	SFY 2012	3	50 or current census as of January 1, 2012 down to approximately 40	Vendor assumes control Transition clients to community
Year 1	SFY 2012	4	50 or current census as of January 1, 2012 down to approximately 40	Transition clients to community
SFY 2012 TOTAL				
Year 1	SFY 2013	1	50 or current census as of January 1, 2012 down to approximately 40	Transition clients to community
Year 1	SFY 2013	2	50 or current census as of January 1, 2012 down to approximately 40	Transition clients to community
Year 2	SFY 2013	3	40	
Year 2	SFY 2013	4	40	
SFY 2013 TOTAL				
Year 2	SFY 2014	1	48	8 clients added in Bethlehem (Includes respite)
Year 2	SFY 2014	2	48	
Year 3	SFY 2014	3	48	
Year 3	SFY 2014	4	48	
SFY 2014 TOTAL				
Year 3	SFY 2015	1	48	
Year 3	SFY 2015	2	48	
Year 4	SFY 2015	3	48	
Year 4	SFY 2015	4	48	
SFY 2015 TOTAL				
CONTRACT TOTAL FOR VENDOR (3.5 years)				

2. **Amendment and Modification to Exhibit B ~ Payment Method:**

2.1. **Add Paragraphs 10., 11., and 12. to Exhibit B directly after Paragraph 9.:**

10. The Contractor will be paid for aggregate personnel labor costs and truck mileage accrued in the performance of its obligations at a fixed quarterly rate derived from the applicable annual contract price limitation set forth below for the corresponding fiscal year. Annual contract price limitations (and corresponding fixed quarterly rates) are as follows:

Fiscal Year 2012 \$11,143.50 (actual cost)
 Fiscal Year 2013 \$22,287 (\$5,571.75 per quarter)
 Fiscal Year 2014 \$23,143.50 (\$5,571.75 for quarters 1 & 2, \$6,000 per quarters 3 & 4)*
 Fiscal Year 2015 \$24,000 (\$6,000 per quarter)*

Upon the approval of the amendment by Governor and Council, the Bureau of Behavioral Health will make a payment of \$33,430.50 to the contractor for recycling services performed from January 1, 2012, through June 30, 2013.

*Assumes addition of Tobey Building as a service location in January 2014.

11. Invoices shall be submitted to the Bureau of Behavioral Health quarterly together with the supporting written

Contractor Initials: 
 Date: 8/2/13

records required to be maintained under this Agreement pursuant to Exhibit A. Payment shall be made quarterly in full to the address designated in Section 1.4. of the Agreement within thirty (30) days after receipt of an invoice and the State's approval of the supporting records. Payment for services provided in accordance with the Agreement for the period January 1, 2012 - June 30, 2013 shall be made in full within thirty (30) days after the Agreement has been approved by the Governor and Council.

12. Invoices shall be submitted to the following address:

Donna Walker
 Financial Management
 Bureau of Behavioral Health
 105 Pleasant Street
 Concord NH 03301

2.2. Delete the table in Exhibit B, Section 3, entitled "NFI North, Inc. Transitional Housing Budget Summary" and replace with the following table:

Amendment #1
NFI North, Inc. Transitional Housing Budget Summary

	Fiscal Period	Length of Budget Period	Funding Sources		Total
			Medicaid	BBH GF	
FY12	1/1/12 - 6/30/12	6 months	\$2,120,558	\$150,000	\$2,270,558
FY13	7/1/12 - 12/31/12	6 months	\$2,120,558	\$150,000	\$2,270,558
<u>FY13</u>	<u>1/1/13 - 6/30/13</u>	<u>6 months</u>	<u>\$2,120,558</u>	<u>\$0</u>	<u>\$2,120,558</u>
FY13	TOTAL		\$4,241,116	\$150,000	\$4,391,116
FY14	7/1/13 - 6/30/14	12 months	\$4,820,431	\$106,503	\$4,926,934
FY15	7/1/14 - 6/30/15	12 months	\$4,820,431	\$73,929	\$4,894,360
TOTAL CONTRACT		3.5 yrs	\$16,002,536	\$480,432	\$16,482,968

2.3. Make the following changes to Exhibit B, Paragraph 9: Under "NH General Fund", replace the "\$0" next to FY 2014 with "106,503". Replace the "\$0" next to FY 2015 with "73,929". Adjust the total of NH General Fund by deleting "\$300,000" and replacing it with "\$480,432". Under "Federal Funds", replace the "\$4,241,115.00" next to FY 2014 with "4,820,431.00". Replace the "\$4,241,115.00" next to FY 2015 with "4,820,431.00". Adjust the total of Federal Funds by deleting \$14,843,903 and replacing it with "\$16,002,536.00".

2.4. Add the following to the end of Exhibit B, Paragraph 6: "Invoices from the contractor to draw down the general funds identified for the 8-bed transitional housing program expansion in Bethlehem must be approved for payment by the Bureau of Behavioral Health Administrator or his designee."

Contractor Initials: *BD*
 Date: *8/2/13*

- 2.5. Delete the Attachment A in Exhibit B, entitled "THS Authorized Medicaid Services" and replace with the following table:

THS Authorized Medicaid and Medicare Services

	Minimum Staff Qualifications	Service	National Code	Rate	Freq./Duration
1	Bachelors Level Staff	Therapeutic Behavioral Service (TBS) Per Diem	H2020	\$219.00	1 event per day
2	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team Full Day	H2018	\$99.90	1 event per day
3	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team, Half Day	H2001	\$69.26	1 event per day
4	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Full Day	H2018	\$99.90	1 event per day
5	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Half Day	H2001	\$69.26	1 event per day
6	Bachelors Level Staff	Case Management	T1016	\$358.00	1 per calendar month
7	Bachelors Level Staff	Supported Employment	H2023	\$26.54	15 minute unit
8	Bachelors Level Staff	Psychoeducation (IMR) per 15 minutes	H2027	\$26.54	15 minute unit
9	Bachelors Level Staff	Psychoeducation (IMR) per 15 minutes-Group	H2027-HQ	\$9.19	15 minute unit
10	Masters Level Clinician	Individual Psychotherapy 20-30 minutes	90832	\$33.89	1 event per day
11	Psychiatrist	Individual Psychotherapy 20-30 minutes face to face	90833	\$28.57	1 event per day
12	Masters Level Clinician	Individual Psychotherapy 45-50 minutes	90834	\$50.83	1 event per day
13	Psychiatrist	Individual Psychotherapy 45-50 minutes face to face	90836	\$46.78	1 event per day
14	Masters Level Clinician	Individual Psychotherapy 75-80 minutes	90837	\$76.72	1 event per day
15	Psychiatrist	Individual Psychotherapy 75-80 minutes face to face	90838	\$75.13	1 event per day
16	Masters Level Clinician	Group Psychotherapy	90853	\$10.65	15 minute unit
17	Psychiatrist	Psychiatric Assessment	99213	\$65.98	1 - 99xxx event per day
18	Psychiatrist	New Patient Office or Other outpatient visit - E&M 10 minutes face to face	99201	\$18.05	1 event per day
19	Psychiatrist	New Patient Office or Other outpatient visit - E&M 20 minutes face to face	99202	\$34.21	1 event per day
20	Psychiatrist	New Patient Office or Other outpatient visit - E&M 30 minutes face to face	99203	\$52.12	1 event per day
21	Psychiatrist	New Patient Office or Other outpatient visit - E&M 45 minutes face to face	99204	\$89.11	1 event per day
22	Psychiatrist	New Patient Office or Other outpatient visit - E&M 60 minutes face to face	99205	\$114.52	1 event per day
23	Psychiatrist	Evaluation and management of patient that may not require the presence of a physician, typically 5 minutes face to face	99211	\$6.18	1 event per day
24	Psychiatrist	Evaluation and management of patient, typically 10 minutes face to face	99212	\$17.06	1 event per day
25	Psychiatrist	Evaluation and management of patient, typically 15 minutes face to face	99213	\$34.66	1 event per day
26	Psychiatrist	Evaluation and management of patient, typically 25 minutes face to face	99214	\$53.43	1 event per day
27	Psychiatrist	Evaluation and management of patient, typically 40 minutes face to face	99215	\$75.29	1 event per day

Contractor Initials: 
Date: 

3. **Amendment and Modification to Exhibit C Special Provisions:**

3.1. **Replace Section 14.1.1 in its entirety with the following:**

14.1.1. Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage; and

4. **Effective Date of Amendment:** The Effective Date of this action is retroactive from January 1, 2012.

5. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials: *DD*
Date: *8/20/13*

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

NH DHHS/Bureau of Community Based Care Services
The Bureau of Behavioral Health

NFI - North, Inc.

By: Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

By: Raul Dann
Raul Dann
Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The forgoing instrument was acknowledged before me this 30th day of August, 2013, by

Paul Dann, Executive Director



Joanne M. Daufen
Notary Public / Justice of the Peace
Commission Expires: July 24, 2018

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: Jeanne Herrick
Jeanne Herrick, Attorney
Date: 9 Sept. 2013

Contractor Initials: RD
Date: 8/24/13

CERTIFICATE OF VOTE

I, Sue Allen, do hereby certify that:
(Board Secretary)

1. I am the duly elected Clerk of NFI North, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 15, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Transitional Housing Program Service and Waste Recycling Services.

RESOLVED: That the President/Executive Director/Assistant Executive Director hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 30th, 2013

4. **Suanne Nader** is duly elected **President** of the Corporation.
Paul L. Dann is duly elected **Executive Director** of the Corporation.
Karen Cusano is duly elected **Assistant Executive Director** of the Corporation.

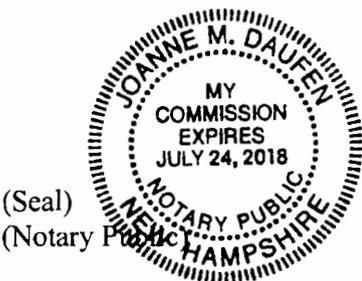
(Seal)
(Corporation)

Susan J Allen
(Signature of Board Secretary)

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 30th day of August, 2013
by Sue Allen
(Board Secretary)



Joanne M Daufen
Name
Title: Notary Public/Justice of the Peace

Commission Expires: July 24, 2018

EXHIBIT A ~ ATTACHMENT B ~ NFI POLICY ON CLIENT COLLECTIONS (2013)

Consumer Financial Responsibilities

The purpose of this section is to define the resident financial responsibilities and services offered by Transitional Housing Services (THS).

Rent and Services:

Calculation of resident rent: Each resident of supportive housing may be required to pay as rent an amount determined by the recipient, which may not exceed the highest of:

- a. Calculations must be done within five (5) business days of Admission date.
- b. Their income must be re-examined at least annually and/or;
- c. If there is a decrease in the resident's income during the year, an interim re-examination may be requested by the resident and the resident rent adjusted accordingly.
- d. Consumers who receive an increase in income need not have their rent increased until the next scheduled (annual) re-examination.
- e. Consumers must agree to supply such certification, release, information, or documentation as the grantee judges necessary to determine the consumer's income. Self-declaration may be used only if there is no other means of verification available.

Use of rent: Consumers rent may be used in the operation of the project or may be reserved, in whole or in part, to assist consumers of transitional housing in moving to permanent housing.

Fees applied to some consumers but not others: If there is a reasonable basis to charge only some consumers, such as services that apply only to some consumers, then fees can be selectively applied. However, in most cases if a fee were charged, it would be applied to all consumers.

Clothing Allowance:

1. The intent is to create uniformity and predictability as to how requests will be processed and to insure that all consumers have their basic clothing needs met.
2. Consumers are encouraged to work in order to purchase items for personal use.
3. This process is intended to meet basic clothing needs for those who are unemployed or underemployed for various reasons. It is not intended to be a clothing allowance for those who have other resources available to them.
4. All other resources must be used prior to requesting and/or expending these funds.
5. This process was implemented on January 1, 2008 and coincided with the Social Security Administration Cost of Living Adjustment (COLA).
6. Revised rental calculations will be prepared prior to this date and will include the clothing allocation as part of the formulae.
 - a. The allocation will be based on need and subject to the approval of the Director of Transitional Housing Program on a case-by-case basis.
 - b. Each consumer will have a maximum annual clothing allocation of up to \$360, preferably to be accessed twice within a year to accommodate the change in seasons.
 - c. This allocation will be pro-rated up to \$30 monthly from each consumer's benefits.

Contractor Initials:
Date:

AD
2/20/13

- d. Emergency needs will be determined on an individual basis. The Case Manager will assist the consumer(s) in this process by submitting a special needs form for this purpose to the Director of THS.

Guidelines for Semi-Annual Consumer Clothing Needs

- a. Each consumer shall provide a needed clothing list to the Case Manager.
- b. Case Managers shall review list.
- c. Residential staff shall complete an inventory of current clothing items.
- d. Residential staff shall report findings to Case Manager within one week from inventory date.
- e. Case Manager shall review consumer's previous clothing receipts to ensure the consumer has not already purchased items being requested in the past 12 months.
- f. Case Manager shall calculate estimate based on the standardized clothing price list.
- g. Case Manager shall complete cashiers form with dollar amount and items listed and then make arrangements for shopping to occur.
- h. Once shopping has been completed the receipt shall be photocopied by staff, copy given to Case Manager and original given to the business department. This will provide documentation as to what the consumer has purchased to avoid duplicate purchases.

Food Purchase and Payments:

1. Meal Planning
 - a. Once a week the consumers are encouraged to attend a menu planning meeting for their house. Each consumer is encouraged to plan and cook a meal per week and have input in this meeting.
 - b. A residential supervisor is present for this meeting for support.
 - c. An RN reviews the menus for nutritional needs.
 - d. Residential staff from the menu planning meeting creates a shopping list.
 - e. The consumers attend a Restorative Partial Hospitalization (RPH) day program Monday through Friday where they prepare meals and eat lunch. A menu planning group is also done at RPH and a shopping list is made from that planning.
2. Shopping (Staff):
 - a. Each week on a specified day residential staff and a consumer shop for a specific residence. Staff shops at one of two stores using a store credit card.
 - b. An RPH staff person shops for the program using the same credit card from one of two stores. Often residents accompany staff to shop.
3. Shopping (Residents):
 - a. Two of the residences have residents who do their own shopping using their EBT card. Their food stamps are not taken out of the EBT account, but amounts are recorded.
 - b. The resident picks the card up from the Account Technician and returns the card the next business day.
4. Amounts:
 - a. All consumers are allotted \$38.00 per week or \$2.38 per residence meal.
 - b. All residents/RPH staff are allotted \$10.50 per week or \$2.10 per meal for RPH meal
 - c. The amount is calculated according to the daily census status for the day of shopping.
5. Accounting:
6. Documentation:

Contractor Initials: 

Date: 8/2/13

Reallocation of Funds

1. Food and Nutrition
 - a. When a consumer has been admitted to the APS, no food costs shall be applied for the duration of the inpatient stay other than the weekly food already purchased for the residence.
 - b. When a consumer goes on a planned visit and food has not been purchased, the consumer shall be rebated the cost per meal that they will be absent.
 - c. When a consumer is transferred to an alternative community residence they shall be rebated the cost per meal from the balance of the month of any funds deposited for that month.
 - d. These funds are provided at the request of the case manager and released by the Director THS/designee on a case by case basis from their account.

2. Clothing Account
 - a. Requests for reallocation of rent and services charged for basic clothing needs: The intent is to create uniformity and predictability as to how requests will be processed and to insure that all consumers have their basic clothing needs met.
 - b. Consumers are encouraged to work in order to purchase items for personal use. This process is intended to meet basic clothing needs for those who are unemployed or underemployed for various reasons. It is not intended to be a clothing allowance for those who have other resources available to them.
 - c. All other resources must be used prior to requesting and/or expending these funds.
 - d. All funds are a reallocation of rent and service charges.
 - e. All funds from the clothing account, released to the consumer at discharge must be accounted for. An itemized accounting for the total amount requested should be on the Reimbursement Reallocation Request form.

3. Rent and Services
 - a. To facilitate an effective transfer, the Case Manager may request rent and services payments be suspended to be applied to planned housing costs.
 - b. All funds released to the consumer at discharge must be accounted for. An itemize accounting for the total amount requested should be on the Reimbursement Reallocation Request form.
 - c. Rent and utility bills shall be paid by check made out to the vendor.

Example of letter to client/rep payee



NFI NORTH, INC.

40 Park Lane
PO Box 417
Contoocook, NH 03229
Office: 603-746-7550
Fax: 603-746-7544

November 27, 2012

[rep payee and address here]

Re: [client name here] Monthly Charges for NFI North Transitional Housing Services

Welcome to NFI North Transitional Housing Services, an NFI North, Inc. program. This letter is to help you understand how we calculate the monthly charges for consumers of NFI North Transitional Housing Services. From the documentation provided, we show the following amounts received monthly as income.

Social Security Income (SSI):	\$600.00
Social Security Disability (SSDI):	\$
Other Income: Type	\$
Total Monthly Income:	\$
Less any of the applicable expenses:	
Personal Spending Allowance	\$90.00«Personal Spending»
Office of Cost Containment	
<u>\$«Office of Cost Containment»</u>	
Rep Payee Service	\$
Storage	\$
Medicare Premium:	\$
Total Allowed Expenses Charges:	\$
Total Food Charge:	\$«Food»
Total Rent Charge:	\$300.00
Total Ancillary Services:	\$«Ancillary Services»
Total Amount Due to NFI North, Inc.	<u>\$510.00</u>

It is your responsibility to forward copies of any documentation of changes that occur to your monthly income to your NFI North, Inc. Case Manager as soon as you receive them. If you have any questions please feel free to contact the Billing Office of NFI North, Inc. or you can discuss your concerns with Sharon Bilodeau, the Program Director, who can get in contact with us.

Sincerely,

Please remit payment to:

Michelle Korbet
AR Coordinator

NFI North, Inc.
PO Box 417
Contoocook, NH 03229

Cc: Sharon Bilodeau
Client file

Contractor Initials: PS
Date: 8/3/13

Rent Basis:

«First_Name»«Last_Name»

Rent Calculation

Budgeted Line Item	Period	Amount	Monthly
Utilities	Annual	\$ 115,000.00	\$ 9,583.33
Building Maintenance	Annual	\$ 25,000.00	\$ 2,083.33
Household Materials	Annual	\$ 35,000.00	\$ 2,916.67
Cable/Internet/phone	Annual	\$ 45,000.00	\$ 3,750.00
Property Insurance (contents only)	Annual/Site	\$ 500.00	\$ 291.67
Depreciated Items (phone/cabling/appliances/home equip/etc)	Depreciated over term of contract (3 1/2 yrs)	\$ 128,000.00	\$ 3,047.62
Indirect/Overhead		\$ -	\$ 3,034.17
			\$ 24,706.79
Calculated Rent (monthly amt divided by 36 clients)			\$ 686.30

Items deducted from income	Description	Example
Food	Assumed \$210 (same as State until calculated otherwise)	\$ 210.00
Personal Spending/Allowance	Based on Federal Guidelines (reduced by cost containment)	\$ 90.00
Storage Fees	Personal items (some have/some do not)	\$ 85.00
Office of Cost Containment or Department of Corrections	Fees that need to be paid back to NH for legal or other	
Medication co-pays		\$ 15.00
Rep Payee Services	one client pays \$290 though	\$ 38.00

Example 1 - client with \$694 income, \$10 cost containment, rep payee, \$15 medications		
Income (excludes wage earnings)	\$	694.00
Personal Spending	\$	(80.00)
Office of Cost Containment or Department of Corrections	\$	(10.00)
Food	\$	(210.00)
Rep Payee Service	\$	(38.00)
Rent	\$	(356.00)
Services	\$	-

* this line is reduced by fee below

Example 2 - client with \$1094 income, \$0 cost containment, \$38 rep payee, \$40 Storage \$15 medications		
Income (excludes wage earnings)	\$	1,094.00
Personal Spending	\$	(90.00)
Food	\$	(210.00)
Rep Payee Service	\$	(38.00)
Storage	\$	(38.00)
Rent	\$	(686.30)
Services	\$	(31.70)

Non-Clinical Services calculation

Budgeted Line item	Period	Amount	Monthly
Transportation			
Gas/Oil/Maintenance	Annual	\$ 150.00	\$ 12.50
Vehicle Insurance	Annual	\$ 1,100.00	\$ 91.67
Vehicles (3) (leased / depreciated over the term of the contract)	depreciated over the term of the contract	\$ 90,000.00	\$ 2,142.86
Duress System	Annual	\$ 4,200.00	\$ 350.00
Ancillary Support Services			
Psychiatric Consulting (24 hrs per week)	Annual	\$ 280,800.00	\$ 23,400.00
Peer Support Recovery Program	Annual	\$ 93,114.00	\$ 7,759.50
Sex Offender Treatment (Individual & Group)	Annual	\$ 64,800.00	\$ 5,400.00
Purchase of online voc/work assessments, TABE Testing, GED preparation etc. (50% drop in July 2013)	Annual	\$ 6,000.00	\$ 500.00
Medical Supplies (first aid kits and med room items)	Annual	\$ 600.00	\$ 50.00
	Total		\$ 39,706.52
Non-Clinical Services (monthly amt divided by 36 clients)			\$ 1,102.96

Contractor Initials: RS
 Date: 8/13



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6000 1-800-852-3345 Ext. 5000
 Fax: 603-271-5058 TDD Access: 1-800-735-2964

November 1, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, NH 03301

Approved by G+C
 Date 11-9-11
 Form No. 110-A

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, to enter into an agreement with NFI North, Inc., 40 Park Lane, PO Box 417, Contoocook, New Hampshire 03229, vendor number 177575 - B001, to develop and operate a transitional housing program on the campus of New Hampshire Hospital in an amount not to exceed \$15,143,904 effective January 1, 2012, or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are available in the following accounts in State Fiscal Years 2012 and 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-92-920010-7010 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
 BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, COMMTY MENTAL HEALTH SVCS

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>Totals</u>
2012	502-0731	Payments to Providers	92130206	\$ 2,120,558.00
2013	502-0731	Payments to Providers	92130206	4,241,116.00
2014	502-0731	Payments to Providers	92130206	4,241,115.00
2015	502-0731	Payments to Providers	92130206	<u>4,241,115.00</u>
Sub-total				\$14,843,904.00

05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
 BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>Totals</u>
2012	102-0731	Contracts for Program Services	92205945	\$ 150,000.00
2013	102-0731	Contracts for Program Services	92205945	150,000.00
2014	102-0731	Contracts for Program Services	92205945	-0-
2015	102-0731	Contracts for Program Services	92205945	<u>-0-</u>
Sub-total				\$ 300,000.00
Total				<u>\$15,143,904.00</u>

Explanation

The State Fiscal Year 2012-2013 New Hampshire state budget called for the closing of the state-operated transitional housing services program on the grounds of New Hampshire Hospital and the development of a new privately-run transitional housing program. The selection of a vendor to develop and operate the new transitional housing program was competitively bid. The Bureau sought a contractor to operate the program for up to 49 adults in year 1 of the contract, and approximately 20-25 adults in year 2 and subsequent years of the contract. These adults are currently served in the state-operated transitional housing services program on the campus of New Hampshire Hospital. Individuals who will be served in the new program all have a severe mental illness, meet eligibility requirements for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401), and also may have co-occurring substance abuse issues, past histories of forensic and legal issues, and for some individuals, a current legal status of Not Guilty by Reason of Insanity. The majority of individuals with past forensic involvement are under court supervision.

The request for proposals was posted on the Department of Health and Human Services' website "Request for Proposal Listing" from April 1, 2011, through April 11, 2011. As a result, two proposals were received: NFI North, Inc. and Harbor Homes, Inc. The proposals were reviewed by an Evaluation Committee consisting of four staff from the Division of Community Based Care Services, Bureau of Behavioral Health, and one staff from the Department of Corrections, Medical and Forensic Services, and was rated on a predetermined formula outlined in the request for proposals. Out of a possible 510 points, NFI North, Inc. received a score of 473 points and Harbor Homes, Inc. received a score of 398 points. NFI North, Inc. sufficiently met the requirements of the request for proposals and submitted the lowest bid. Based on a favorable review of the above by the Department of Health and Human Services and the Department of Corrections staff, the Bureau of Behavioral Health requests this contract be funded to allow NFI North, Inc. to provide these services. The Bid Summary is attached.

NFI North, Inc. will establish the new transitional housing program initially for all individuals currently residing in the state-operated transitional housing services program. During the first year of the contract the vendor will implement a transition plan, developed by the vendor in consultation with the Bureau of Behavioral Health, New Hampshire Hospital, and the Community Mental Health Centers, to transition approximately 50% of the transitional housing services population back to the community. This is part of a larger initiative to provide more opportunities to these individuals in an integrated, community based model of care, and also to more effectively transition individuals to community based services.

Should Governor and Executive Council determine not to approve this Request, there would be no entity and no staff to operate the transitional housing program as of January 1, 2012. The current state-run program is scheduled to close on December 31, 2011, with all staff positions being abolished. The clients currently in the program could not simply be moved back into the community or transferred to New Hampshire Hospital's Acute Psychiatric Service's facility, which is near capacity.

Area served: statewide.

Source of funds: 51% General Funds, 49% Federal Funds.

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

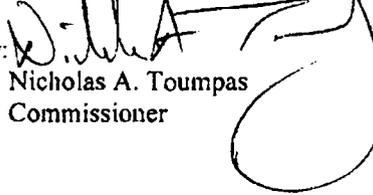
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
November 1, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/PBR/sl
G&C FY12-15 NFI North, Inc.

Enclosures



COPY

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964

November 1, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

Approved by GTC

Date 11-9-11

Form No 110-A

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05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
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Should Governor and Executive Council determine not to approve this Request, there would be no entity and no staff to operate the transitional housing program as of January 1, 2012. The current state-run program is scheduled to close on December 31, 2011, with all staff positions being abolished. The clients currently in the program could not simply be moved back into the community or transferred to New Hampshire Hospital's Acute Psychiatric Service's facility, which is near capacity.

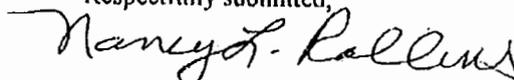
Area served: statewide.

Source of funds: 51% General Funds, 49% Federal Funds.

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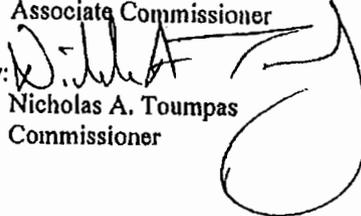
His Excellency, Governor John H. Lynch
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November 1, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/PBR/sl
G&C FY12-15 NFI North, Inc.

Enclosures

Department of Health and Human Services
Division of Community Based Care Services
Bureau of Behavioral Health

Bidder's List

Transitional Housing Services Program

RFP: 12-DCBCS-BBH-THS-02

Bidder #1

Paul Dann, PhD
Executive Director
NFI North, Inc.
40 Park Lane
PO Box 417
Contoocook, NH 03229

Bidder #2

Peter Kelleher
Executive Director
Harbor Homes, Inc.
45 High Street
Nashua, NH 03060

TRANSITIONAL HOUSING SERVICES

RFP: 12-DCBCS-BBH-THS-02

SCORING SUMMARY

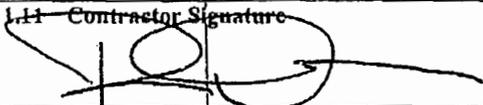
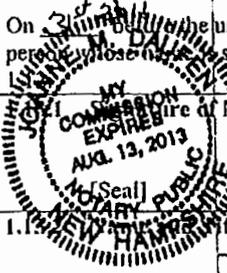
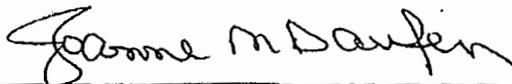
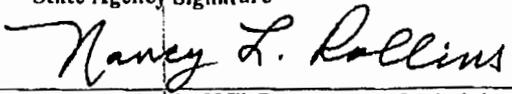
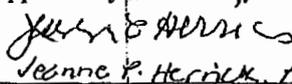
CRITERIA		Proposal #1	Proposal #2	TOTAL MAXIMUM POINTS	
		HARBOR HOMES, INC.	NFI NORTH, INC.		
1	Transmittal Cover Letter	Pass/Fail Basis	pass	pass	
2	Check List	Pass/Fail Basis	pass	pass	
3	Table of Contents	Pass/Fail Basis	pass	pass	
4	Executive Summary	Pass/Fail Basis	pass	pass	
5	Liability Insurance	Pass/Fail Basis	pass	pass	
6	Organizational Profile	Pass/Fail Basis	pass	pass	
SECTION 1: Overall Quality of Responses to RFP					
EVALUATOR:					
	1		4	5	
	2		5	5	
	3		3	5	
	4		1	5	
	5		3	5	
	SECTION 1 TOTAL		16	25	25
SECTION 2: Proposal Services					
EVALUATOR:					
	1		20	25	
	2		13	28	
	3		23	28	
	4		30	26	
	5		22	28	
	SECTION 2 TOTAL		108	134	150
SECTION 3: Demonstrated Competency					
EVALUATOR:					
	1		25	25	
	2		18	22	
	3		24	22	
	4		25	25	
	5		19	25	
	SECTION 3 TOTAL		111	119	125
SECTION 4: Evidence of Collaboration					
EVALUATOR:					
	1		4	5	
	2		2	4	
	3		4	5	
	4		5	3	
	5		3	6	
	SECTION 4 TOTAL		18	27	25
SECTION 5: References					
EVALUATOR:					
	1		4	5	
	2		4	5	
	3		5	5	
	4		5	5	
	5		4	5	
	SECTION 5 TOTAL		22	25	25
SECTION 6: Personnel Resumes					
EVALUATOR:					
	1		5	6	
	2		5	5	
	3		5	4	
	4		5	5	
	5		6	4	
	SECTION 6 TOTAL		26	29	25

TRANSITIONAL HOUSING SERVICES				
RFP: 12-DCBCS-BBH-THS-02				
SCORING SUMMARY - continued				
CRITERIA		Proposal #1 HARBOR HOMES, INC.	Proposal #2 NFI NORTH, INC.	TOTAL MAXIMUM POINTS
SECTION 7: Transitional Plan				
EVALUATOR:	1	4	4	
	2	2	4	
	3	4	4	
	4	5	5	
	5	3	5	
	SECTION 7 TOTAL	18	22	25
SECTION 8: Budget Proposal				
EVALUATOR:	1	10	13	
	2	10	13	
	3	12	14	
	4	10	15	
	5	11	13	
	SECTION 8 TOTAL	53	68	75
SECTION 9: Budget Narrative				
EVALUATOR:	1	3	5	
	2	3	5	
	3	3	5	
	4	5	5	
	5	3	5	
	SECTION 9 TOTAL	17	25	28
SECTION 10: Personnel Estimate				
EVALUATOR:	1	0	0	
	2	0	0	
	3	0	0	
	4	0	0	
	5	0	0	
	SECTION 10 TOTAL	0	0	0
SECTION 11: Evidence of Not-for-Profit Status				
EVALUATOR:	1	2	2	
	2	2	2	
	3	2	2	
	4	2	2	
	5	2	2	
	SECTION 11 TOTAL	10	10	10
	BONUS POINTS	10	10	10
GRAND TOTALS:		398	473	510
Evaluator #1:	Chip Maltais, Coordinator, Adult and Forensic Services Bureau of Behavioral Health			
Evaluator #2:	Marty Fuller, Director, Consumer & Family Services Bureau of Behavioral Health			
Evaluator #3:	Stacey Calabro, Administrator, Community Integration Department New Hampshire Hospital			
Evaluator #4:	Valerie Morgan, Administrator, Prevention Services Unit Bureau of Drug and Alcohol Services			
Evaluator #5:	Helen Hanks, Director, Medical and Forensic Services Department of Corrections			

Subject: To provide Transitional Housing Program Services

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

1. IDENTIFICATION.

1.1 State Agency Name Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Lane PO Box 417 Contoocook, NH 03229	
1.5 Contractor Phone Number 603-746-7550	1.6 Account Number 010-092-7010-102-0731 010-092-5945-102-0731	1.7 Completion Date 06-30-2015	1.8 Price Limitation \$ 15,143,904.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul L. Dann, PhD EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>21st</u> day of <u>October</u> , 2011, the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<div style="display: flex; align-items: center;">  <div style="text-align: center;"> Title of Notary Public or Justice of the Peace  JoAnne M. Dawfen Office Manager </div> </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>21 Oct. 2011</u> Jeanne P. Herrick, Attorney			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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Date: 10/31/11

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

CERTIFICATE OF VOTE

I, Susan J. Allen, do hereby certify that:
(Board Secretary)

1. I am the duly elected Clerk of NFI North, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 4, 2011.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Transitional Housing Program Services.

RESOLVED: That the Executive Director hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 31, 2011.

4. Paul H. Dann is duly elected Executive Director of the Corporation.

(Seal)
(Corporation)

Susan J. Allen
(Signature of Board Secretary)

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 31st day of October, 2011.

By Susan J. Allen
(Board Secretary)

Joanne M. Dauten
Name: Joanne M. Dauten
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: August 13, 2012



EXHIBIT A
SCOPE OF WORK

1. COMMENCEMENT DATE:

The Commencement Date of this Agreement shall be January 1, 2012, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

2. FUTURE LEGISLATIVE ACTION OR FEDERAL OR STATE COURT ORDERS:

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.

3. BACKGROUND:

The FY12-13 New Hampshire state budget passed in late June 2011 called for the closing of the state-operated Transitional Housing Services program (THS) on the grounds of New Hampshire Hospital and the development of a new privately-run transitional housing program. In April of 2011, the Bureau of Behavioral Health (BBH) issued a request for proposals (RFP) to procure a vendor to develop and operate the new transitional housing program. BBH sought a Contractor to operate the program for up to 49 adults in year 1 of the contract, and approximately 20-25 adults in year 2 and subsequent years of the contract. These adults are currently served in the state-operated transitional housing program on the campus of New Hampshire Hospital. Individuals who will be served in the new program all have a severe mental illness (SMI), meet eligibility requirements for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401), and also may have co-occurring substance abuse issues, past histories of forensic and legal issues, and for some individuals, a current legal status of Not Guilty by Reason of Insanity (NGRI). The majority of individuals with past forensic involvement are under court supervision.

4. REQUIREMENTS:

A. Overview:

The Contractor will establish the new transitional housing program initially for all the existing individuals currently residing in the state-operated THS. During the first year of the contract, the vendor will implement a transition plan, developed by the vendor, in consultation with BBH, New Hampshire Hospital, and the Community Mental Health Centers to transition approximately 50% of the THS population back to the community, unless otherwise agreed by the Contractor and BBH. This is part of a larger initiative to provide more opportunities to these individuals in an integrated, community based

model of care and also to more effectively transition individuals to community based services.

BBH anticipates the remaining residents will be those who have forensic issues and court involvement requiring a high level of services within the new THS program.

5. TIMELINE:

THS TIMELINE - CLIENTS TO BE SERVED				
Vendor Contract Year	SFY	State Quarter	Number of Clients	Comments
Year 1	SFY 2012	3	50 or current census as of January 1, 2012 down to approximately 25	Vendor assumes control. Transition 25 clients to community
Year 1	SFY 2012	4	50 or current census as of January 1, 2012 down to approximately 25	Transition 25 clients to community
SFY 2012 TOTAL				
Year 1	SFY 2013	1	50 or current census as of January 1, 2012 down to approximately 25	Transition 25 clients to community
Year 1	SFY 2013	2	50 or current census as of January 1, 2012 down to approximately 25	Transition 25 clients to community
Year 2	SFY 2013	3	25	
Year 2	SFY 2013	4	25	
SFY 2013 TOTAL				
Year 2	SFY 2014	1	25	
Year 2	SFY 2014	2	25	
Year 3	SFY 2014	3	25	
Year 3	SFY 2014	4	25	
SFY 2014 TOTAL				
Year 3	SFY 2015	1	25	
Year 3	SFY 2015	2	25	
Year 4	SFY 2015	3	25	
Year 4	SFY 2015	4	25	
SFY 2015 TOTAL				
CONTRACT TOTAL FOR VENDOR (3.5 years)				

6. CLIENTS TO RECEIVE SERVICES:

The Contractor shall provide services to clients living in the transitional housing program who meet eligibility for state-funded services with a priority focus on the following populations:

- A. Individuals who have been found Not Guilty By Reason of Insanity (NGRI);
- B. Individuals who are found not competent to stand trial;
- C. Individuals who are registered sex offenders; or

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- D. Individuals who have been identified by BBH as high profile individuals as the result of involvement with the criminal justice system, or a heightened risk to the community because of dangerous behavior resulting from mental illness.

7. **SERVICES TO BE PROVIDED:**

A. **Community Residential Services:**

The Contractor shall provide services defined in He-M 1002 that include assistance and instruction to improve and maintain a consumer's skills in basic daily living, personal development, and community activities such as, but not limited to, the following therapeutic behavioral services:

- 1) Personal decision making;
- 2) Personal care, household management, budgeting, shopping, and other functional skills;
- 3) Household chores and responsibilities;
- 4) Having relationships with persons both with and without disabilities;
- 5) Accessing a wide range of integrated community activities including recreational, cultural, and other opportunities;
- 6) Participating in religious services and practices of the consumer's choosing; and
- 7) Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.

B. **Illness Management and Recovery Services:**

The Contractor shall provide Illness Management and Recovery Services on an individual and group basis in accordance with He-M 426 that shall teach strategies for:

- 1) Collaborating actively in their treatment with professionals;
- 2) Reducing their risk of relapses and re-hospitalizations;
- 3) Reducing the severity and distress related to symptoms; and
- 4) Improving their social support.

C. **Psychotherapeutic Services:**

The Contractor shall provide individual and group psychotherapy in accordance with He-M 426, including sex offender treatment.

D. **Partial Hospitalization Services:**

The Contractor shall provide Partial Hospitalization Services in accordance with He-M 426 that shall be delivered based on the Illness Management and Recovery model.

E. **Targeted Case Management Services:**

The Contractor shall provide Targeted Case Management in accordance with He-M 426 to ensure continuity of care by assisting clients to gain access to needed medical, social, educational, and other services on a one-to-one basis.

F. **Evidence Based Supported Employment Services:**

The Contractor shall provide Evidence Based Supported Employment Services in accordance with He-M 426 to the consumers who are able to seek competitive employment.

G. **Psychiatric Services:**

The Contractor shall provide Evaluation and Management Services in accordance with He-M 426 by a qualified psychiatrist for the purposes of assessment and treatment of clients in the program.

8. **STAFFING:**

The Contractor shall provide a sufficient number of personnel to ensure the safety of consumers, staff, and the community. The staffing shall include:

A. An administrator/director who is responsible for the day-to-day management, supervision, and operation of the residence.

B. A medical director who shall:

- 1) Possess a valid license to practice medicine in New Hampshire; and meet the requirements of RSA 135-C: 2, XIII.
- 2) Be 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.
- 3) Maintain board eligibility or certification throughout his/her tenure as medical director.

C. At least one registered nurse, licensed in accordance with RSA 326-B, who is responsible for the overall delivery and supervision of nursing services.

D. A nurse trainer who shall provide supervision to any staff member who is authorized to administer medications.

E. A sufficient number of personnel to provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be registered as required by RSA 326-B.

F. A sufficient number of trained direct care staff to meet the needs of the consumers in accordance with the consumers' individual service plans.

G. A sufficient number of personnel to meet the 24-hour scheduled and unscheduled needs of the consumers. The provider shall have a minimum of one (1) direct staff member per residence per shift when a consumer is occupying the residence.

9. **HIRING CONSIDERATION OF CURRENT THS EMPLOYEES:**

Direct service staff currently employed within the Transitional Housing Program (THS) will be provided the right of first opportunity to apply for any positions within NFI North, Inc.'s program, prior to any positions being filled externally. The right of first opportunity to apply in

Contractor Initials: DO
Date: 12/31/14

no way binds NFI North, Inc. to hire existing staff, only to provide existing staff with an opportunity to apply for and be considered for any positions available in the program. NFI North, Inc., along with DHHS Human Resources staff, shall meet with THS and DHHS Human Resources staff the next business day after the Contract is approved by Governor and Executive Council to provide notice of transition. NFI North, Inc. shall inform THS staff of NFI North, Inc.'s benefits and salary structure as part of the notice of transition. Existing THS staff will be given a minimum of two (2) days from the notice of transition to apply for a position with NFI North, Inc. THS staff is not foreclosed from applying for employment with NFI North, Inc. subsequent to the two (2) day period; however, NFI North, Inc. may fill positions externally after such two (2) day period.

10. PRINCIPLES OF THE TRANSITIONAL HOUSING PROGRAM:
The Contractor will incorporate the following principles into the program design:

A. Community Integration:

Individuals served by the program shall have the opportunity to be integrated into community based care settings through the development of individualized, person-centered plans incorporating the needs of the individual, the safety of the individual and the public, and collaboration with other services and supports in the community, including the local community mental health center, and peer support agency. The program shall involve the individual's family to support integration into the community, with the individual's consent.

B. Promotion Of Recovery And Resiliency:

Individuals served by the program shall have access to services that will foster and promote the values of recovery and resiliency through an emphasis on a strength-based approach and person-centered service planning. The service plan will be used to help program participants identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others to create a network of support that will build resiliency and strength based recovery and wellness skills.

C. Symptom Management:

Individuals served by the program shall have access to an evidence based illness management and recovery model for assistance in managing the symptoms of mental illness.

D. Identification Of Barriers:

The service plan will also identify any barriers to placement in the community, and emphasize the interventions necessary to promote more opportunities for community integration.

E. Access To Primary Care:

Within sixty (60) days, the vendor shall secure a local primary care physician (PCP) for all of the THS residents, and will coordinate care with the PCP to include exchange of information at regular intervals with the written consent of the individual or guardian.

F. Specialized Treatment Needs:

For individuals who have specialized treatment needs, such as treatment for co-occurring disorders, sex offender treatment, or court mandated treatment, the vendor shall provide services directly or through a subcontract.

G. Competitive Employment:

Individuals served by the program shall have the opportunity to become competitively employed in the community utilizing the evidence based supported employment model.

H. Wellness Management:

Individuals served by the program shall have access to services designed to improve physical health, including smoking cessation programs.

11. RESPONSIBILITIES OF THE PARTIES:

A. State Responsibilities:

The State agrees to provide the following services to the Contractor for the entirety of the contract, unless noted otherwise:

- 1) Routine building maintenance defined to include expenditures made for the regular upkeep of physical properties, including recurring, preventative and ongoing maintenance necessary to delay or prevent the failure of critical and non-critical building systems and equipment. Any expenditure beyond routine maintenance shall be billed to the Contractor. The State retains the right to perform routine building inspections of any of the facilities;
- 2) Grounds maintenance, including snow removal;
- 3) Laundry services;
- 4) Housekeeping/environmental services;
- 5) Medical and dental services for six (6) months from the date of the contract, as currently provided by New Hampshire Hospital;
- 6) Water and sewer; and
- 7) Electricity and heat for Pond Place and two-thirds (2/3) of the cost for electricity and heat for the Howard Recreational Center.

B. Contractor Responsibilities:

The Contractor agrees to assume the cost of the following:

- 1) Electricity;
- 2) Heat;
- 3) One-third (1/3) of electricity and heat of the Howard Recreational Center;
- 4) Phones; and
- 5) Cable (TV and Internet)

Contractor Initials: *JD*
Date: *10/21/14*

- 6) The Contractor agrees to collect from each consumer up to 30% of their income to apply toward the cost of food and shelter.

12. DISCHARGES AND ADMISSIONS:

- A. The Contractor shall discharge residents in accordance with the timeline set forth in Section 5 of Exhibit A of this Contract, unless otherwise agreed by the Contractor and BBH.
- B. The Contractor shall not admit any new residents to THS after January 1, 2012, without the prior approval of BBH.
- C. The Contractor shall participate in discharge planning meetings with community mental health centers, New Hampshire Hospital, and other providers.
- D. In the event that an individual's conditional discharge is revoked, resulting in a temporary readmission to NHH, the Contractor shall retain that individual's bed.
- E. Subject to the approval of BBH, the Contractor may close or consolidate houses as the census decreases due to discharges.

13. PROGRAM STANDARDS:

- A. The Contractor shall comply with all state and federal laws and regulations pertaining to the licensure and operation of a community residential program.
- B. The Contractor shall comply with all applicable BBH administrative rules.
- C. The Contractor shall designate a staff member to perform the responsibilities of complaint manager under He-M 204.
- D. The Contractor shall provide crisis response to THS residents on a 24 hour per day, 7 days per week, 365 days per year basis.
- E. The Contractor agrees that it will perform, or cooperate in the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by BBH within timeframes specified by BBH in order to insure the efficient and effective administration of the Medicaid program.
- F. The Contractor shall maintain detailed client records as required by He-M 408. In the event that a THS consumer becomes an inpatient at NHH, the Contractor shall be deemed in compliance with He-M 408 if the consumer's inpatient status is noted in the record.
- G. The Contractor shall collaborate with the Department of Corrections, the NH Department of Justice, Law Enforcement, and the Judicial System to ensure consumer safety and public safety.

- H. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements.

- I. Clinical staff working within the program shall be certified in the administration of the Adult Needs and Strengths Assessment (ANSA) using either the state web based training and certification program, or attendance at a state sponsored training.

- J. The ANSA shall be completed on each client in the program every three (3) months and the results entered into the state data collection system.

- K. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.

- L. The Contractor shall assist the Pre-Admission Screening And Annual Resident Review (PASARR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987. 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.

14. FINANCIAL AND PROGRAMMATIC CHANGES:

- A. In the event the State Funds designated as the Price Limitation in Block 1.8. of the General Provisions, or the State Funds allocated to the Contractor for its provision of Medicaid-reimbursable services, are materially reduced or suspended, the BBH shall provide prompt written notification to the Contractor of such material reduction or suspension.

- B. In the event the reduction or suspension in federal or state funding allocated to the Contractor by BBH will prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

- C. Any plan devised pursuant to Paragraph 14.B. above, shall be submitted to BBH for review. BBH shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best effort in the following areas:

Contractor Initials: *MD*
Date: *12/2/11*

- 1) Services to current eligible consumers will not be reduced unless the reduction in funds is directed toward a specific service or eligibility category;
 - 2) All new applicants for services will receive an evaluation and, if eligible, an individual service plan. On an annual basis, the Contractor shall notify BBH of any necessary services that are unavailable;
 - 3) The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4) The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.
- D. Except in situations covered by Paragraph 14.B. and 14.C. above, prior to the elimination of or a significant reduction in the THS program, which delivers services contracted by BBH, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, BBH shall control the expenditure of the unspent Medicaid funds.
- E. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the Exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years state and/or federal funds deferred to the current year with BBH approval.

EXHIBIT B METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY12-15 budget appropriations for BBH by the New Hampshire General Court.
2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).
3. **BBH Funding:** The State will fund the Contractor primarily through reimbursement of Medicaid services delivered to clients in the program. It is the sole responsibility of the Contractor to bill for these services. In addition, in the first twelve (12) months of the contract, the State will furnish start-up funds to the Contractor using state general funds.
6. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services.
7. BBH reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the end of the fiscal year.
8. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
9. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), (Subject to New Hampshire General Funds Matching) as follows:

<u>NH General Fund:</u>	\$ 1,210,279.00	FY 2012
	\$ 2,270,558.00	FY 2013
	\$ 2,120,557.50	FY 2014
	<u>\$ 2,120,557.50</u>	FY 2015
	\$ 7,721,952.00	Total

NPI North, Inc. Transitional Housing Budget Summary

Fiscal Period	Length of Budget Period	Funding Sources		Total
		Medicaid	BBH GF	
FY12 1/1/12 - 6/30/12	6 months	\$2,120,558	\$160,000	\$2,270,558
FY13 7/1/12 - 12/31/12	6 months	\$2,120,558	\$150,000	\$2,270,558
FY13 1/1/13 - 6/30/13	6 months	\$2,120,558	\$0	\$2,120,558
FY13 TOTAL		\$4,241,116	\$160,000	\$4,391,116
FY14 7/1/13 - 6/30/14	12 months	\$4,241,115	\$0	\$4,241,115
FY15 7/1/14 - 6/30/15	12 months	\$4,241,115	\$0	\$4,241,115
TOTAL CONTRACT	3.5 yrs	\$14,843,904	\$300,000	\$15,143,904

4. The Contractor is authorized to provide the Medicaid services listed in Exhibit A and further described in Attachment A to Exhibit B. The Contractor shall bill for Medicaid services at the rates listed in Attachment A to Exhibit B.
5. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

Federal Funds:

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services
Program Title: Medical Assistance Program
Amount: \$ 1,060,279.00 FY 2012
\$ 2,120,558.00 FY 2013
\$ 2,120,557.50 FY 2014
\$ 2,120,557.50 FY 2015
\$ 7,421,952.00 Total

Exhibit B NPI North, Inc. FY12-15

Contractor Initials: RD
Date: 10/31/11

**EXHIBIT B
ATTACHMENT A**

THS Authorized Medicaid Services

	Minimum Staff Qualifications	Service	National Code	Rate	Freq./Duration
1	Bachelors Level Staff	Therapeutic Behavioral Service (TBS) Per Diem	H2020	\$219.00	1 event per day
2	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team Full Day	H2018	\$99.90	1 event per day
3	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team, Half Day	H2001	\$89.26	1 event per day
4	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Full Day	H2018	\$99.90	1 event per day
5	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Half Day	H2001	\$89.26	1 event per day
6	Bachelors Level Staff	Case Management	T1016	\$358.00	1 per calendar month
7	Bachelors Level Staff	Supported Employment	H2023	\$26.54	15 minute unit
8	Bachelors Level Staff	Psychoeducation (IMR) per 15 minutes	H2027	\$26.54	15 minute unit
9	Bachelors Level Staff	Psychoeducation (IMR) per 15 minutes-Group	H2027-HQ	\$9.19	15 minute unit
10	Masters Level Clinician	Individual Psychotherapy 20-30 minutes	90804	\$63.29	1 event per day
11	Psychiatrist	Individual Psychotherapy w/ med mgmt 20-30 minutes face to face	90805	\$66.21	1 event per day
12	Masters Level Clinician	Individual Psychotherapy 45-60 minutes	90806	\$79.93	1 event per day
13	Psychiatrist	Individual Psychotherapy w/ med mgmt 45-60 minutes face to face	90807	\$119.89	1 event per day
14	Masters Level Clinician	Individual Psychotherapy 75-80 minutes	90808	\$133.21	1 event per day
15	Psychiatrist	Individual Psychotherapy w/ med mgmt 75-80 minutes face to face	90809	\$199.82	1 event per day
16	Masters Level Clinician	Group Psychotherapy	90853	\$10.66	15 minute unit
17	Psychiatrist	Psychiatric Assessment	99213	\$65.98	1 - 99xxx event per day
18	Psychiatrist	New Patient Office or Other outpatient visit - E&M 10 minutes face to face	99201	\$39.88	1 event per day
19	Psychiatrist	New Patient Office or Other outpatient visit - E&M 20 minutes face to face	99202	\$68.33	1 event per day
20	Psychiatrist	New Patient Office or Other outpatient visit - E&M 30 minutes face to face	99203	\$99.89	1 event per day
21	Psychiatrist	New Patient Office or Other outpatient visit - E&M 45 minutes face to face	99204	\$162.03	1 event per day
22	Psychiatrist	New Patient Office or Other outpatient visit - E&M 60 minutes face to face	99205	\$190.76	1 event per day
23	Psychiatrist	Evaluation and management of patient that may not require the presence of a physician, typically 5 minutes face to face	99211	\$22.01	1 event per day
24	Psychiatrist	Evaluation and management of patient, typically 10 minutes face to face	99212	\$41.18	1 event per day
25	Psychiatrist	Evaluation and management of patient, typically 15 minutes face to face	99213	\$65.98	1 event per day
26	Psychiatrist	Evaluation and management of patient, typically 25 minutes face to face	99214	\$99.06	1 event per day
27	Psychiatrist	Evaluation and management of patient, typically 40 minutes face to face	99215	\$133.62	1 event per day

Contractor Initials: PD
Date: 10/2/14

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. Add the following regarding "Contractor Name" to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.

B. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

6.4. The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990, as interpreted by the US Supreme Court in the Olmstead decision and all applicable Federal and State laws and regulations.

C. Add the following regarding "Personnel" to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to The Bureau of Behavioral Health (BBH) upon request;

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment;

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit;

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement; and

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.10. regarding "Event of Default, Remedies" with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to

collect such fees;

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review;

8.1.5. Failure to comply with any applicable rules of the Department;

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;

8.1.7. Failure to comply with any covenants or conditions in this Agreement;

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report; or

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

E. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

F. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to BBH all unencumbered program funds in its possession. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

G. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

9.4. The Contractor shall maintain detailed client records and client attendance records specifying the actual services rendered. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

9.5. The Contractor shall submit to BBH all reports as requested by BBH in electronic format on such schedule that BBH shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period.

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements as well as the Quarterly Functional Revenues and Expenses Report and all other financial reports shall be 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 this Agreement.

9.5.1.2. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the

Contractor Initials: RP
Date: 12/14/11

budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.5.1.3. The Contractor shall submit to BBH financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have one hundred twenty-three (123) days to complete and submit said statement and letter to BBH.

9.5.1.4. On or before November 1, 2012, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor, including the funds received under this Agreement.

9.5.1.5. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) in the aggregate in a one (1) year period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

9.5.3. For required federal reports, the Contractor shall:

9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;

9.5.3.2. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.3. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10.:

10.1. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis or similar occurrence. In such event, or in the event that BBH has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10 of these General Provisions on account of

such circumstances, the Contractor agrees to collaborate and cooperate with the Bureau and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services and taking other actions necessary to maintain operations.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party Independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. Contractor will notify BBH within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.

12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render BBH's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.

12.4. Any merger of the Contractor with a third party shall render BBH's obligations under this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.

Contractor Initials: 
Date: 10/2/12

12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.1. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

K. If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) per occurrence; and

L. Add the following regarding "Insurance and Bond" to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;

14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

M. Add the following regarding "Special Provisions" to Paragraph 22.:

22.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

22.2. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an

individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.3. Any tangible personal property such as motor vehicles, furniture, furnishings, computers, appliances or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

22.3.1. Any such property shall be used solely to provide services to eligible consumers of Transitional Housing Services;

22.3.2. The Contractor shall not sell, lease, donate, or otherwise dispose of any property purchased with funds obtained pursuant to the Agreement without prior written permission of BBH. The terms and conditions of this section survive the termination or expiration of this Agreement;

22.3.3. Upon termination or expiration of the Agreement, or when property is no longer to be used as provided herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one of the following:

22.3.3.1. Direct that said property be sold pursuant to an independent appraisal reflecting a fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH-approved purpose; or

22.3.3.2. Allow retention of the property by the Contractor upon payment to BBH of the share contributed by BBH based on the fair market value as determined by an independent appraiser.

22.4. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity, or offer of employment on behalf of the Contractor, any Sub-Contractor, or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities, or offers of employment of any kind were offered or received by any officials, officers, employees, or agents of the Contractor or Sub-Contractor.

EXHIBIT C FY12 CMHC

Contractor Initials: *BBH*
Date: *12/13/14*

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3. The contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Standard Exhibit C-1

Contractor Initials: 

Date: 12/31/11

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6506

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counselling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: RD
Date: 10/17/11

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

all locations

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

____ NFI North, Inc. From: 1/1/2012 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

PAUL DANN, Ph.D. EXECUTIVE DIRECTOR
 (Name & Title of Authorized Contractor Representative)

 10/17/11
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (Indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*SociaI 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

Contract Period: 01-01-12 through 06-30-15

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.

[Handwritten Signature]
(Contractor Representative Signature)

PAUL DANN, PhD EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

NFI North, Inc.
(Contractor Name)

10/17/11
(Date)

Contractor Initials: PD
Date: 10/17/11

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: 

Date: 10/17/11

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: RD

Date: 10/17/11

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature) PAUL DAMM, Ph.D. EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

NFI North, Inc. 10/17/11
(Contractor Name) (Date)

Contractor Initials: 
Date: 10/17/11

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature) PAUL JANN, PhD EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

NFI North, Inc. 10/17/11
(Contractor Name) (Date)

Contractor Initials: RD
Date: 10/17/11

NH Department of Health and Human Services

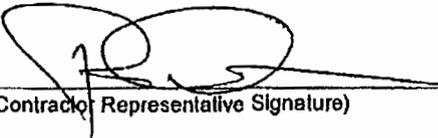
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

 (Contractor Representative Signature) PAUL DANN, PhD EXECUTIVE DIRECTOR (Authorized Contractor Representative Name & Title)

NFI North, Inc. (Contractor Name) _____ (Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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.

Contractor Initials: RO
Date: 10/17/11

(5) Termination for Cause

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Bureau of Behavioral Health
The State Agency Name

NFI North, Inc.
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

PAUL DANN, PhD
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

10/31/11
Date

10/17/11
Date

Contractor Initials: *PD*
Date: *10/17/11*