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

Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Director

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

April 27, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with NFI North, Inc., Contocook, New Hampshire (Vendor #177575 B001), for the provision of a 15-bed co-ed, short-term, staff secure shelter care facility known as Midway Shelter, located in Bradford, NH, by increasing the price limitation by \$2,730,700 from \$5,354,312 to an amount not to exceed \$8,085,012 and extending the completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original Agreement on June 22, 2011 (Item #249), Amendment #1 on June 26, 2012 (Item #72), Amendment #2 on June 5, 2013 (item #76), and Amendment #3 on February 28, 2014 (Item #32). For educationally coded youth: 48% Federal Funds, 26% General Funds and 26% Other Funds (local education agency). For non-educationally coded youth: 48% Federal Funds and 52% General Funds.

Funds to support this request are anticipated to be available in the following account in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitations and amend the related terms of the contracts without further approval from Governor and Executive Council.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES**

State Fiscal Year	Account Number	Job #	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2012	010-040-5855-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2013	010-040-5855-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2014	010-042-2958-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2015	010-042-2958-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2016	010-042-2958-533-500373	40130411		\$1,365,350	\$1,365,350
2017	010-042-2958-533-500373	40130411		\$1,365,350	\$1,365,350
		<b>Total</b>	<b>\$5,354,312</b>	<b>\$2,730,700</b>	<b>\$8,085,012</b>

## EXPLANATION

The purpose of this amendment is to continue the engagement of NFI North, Inc. to provide shelter care beds to ensure that court-ordered short-term staff secure shelter care services are provided to adolescents. The Division strives to have shelter care beds available statewide. This agreement with NFI North, Inc. helps provide that resource to the Division as part of its service delivery options.

Shelter care service provides short-term residential care for adolescents in crisis who are awaiting further placement, evaluation, completion of a services plan, or court action. The youth are Children in Need of Services, delinquent, abused, or neglected and have been court-ordered to this type of residential placement. Shelter care services are comprised of 24-hour per day residential care, with a staff-to-youth supervision ratio of 1:5 or lower. In this self-contained setting, youth participate in school, individual and group therapy and physical/recreational activities. They also receive some medical care.

The youth served are typically in a transitional phase, often being removed from their home for the first time while the Division is in the midst of identifying the youth's individual treatment and/or rehabilitation needs. Many youth, with proper structure and family support, will return to their homes, while others may go onto lengthier residential programs that provide more intensive therapeutic services. These services are sometimes used for youth who were in another residential placement and are transitioning their way back to home – with shelter care being a less intensive placement than their current one, and, therefore, a transitional step to ensure their successful return home. In yet other cases, shelter care may be needed for a youth that is transitioning from one residential placement to another, after treatment has revealed the need for a different therapeutic approach/residential setting, but for whom a bed at the next setting is not yet available.

The costs associated with the Division's shelter care facilities are identified as either residential, educational or a combination thereof. For youth served that are educationally coded, their respective legally liable school district (local education agency) is responsible for payment of the educational costs. The educational costs for youth that are not educationally coded are the responsibility of the Division. This agreement utilizes a 95% occupancy ratio to achieve the per diem rate.

Both of the original agreement and the subsequent amendments contain a renewal option to extend it for up to five additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should Governor and Executive Council determine to not authorize this request youth served by this agreement may need to be placed in existing residential programs throughout the State. Those programs are more costly than shelter care.

Midway Shelter is the sole remaining dedicated Shelter Care facility. Lutheran Social Services of New England closed the Antrim Shelter facility in December, 2011. NFI North, Inc. has opted not to execute a SFY 2014 contract for the North Country Shelter.

Geographic area served: Statewide.

Source of funds: For educationally coded youth: 48% Federal Funds, 26% General Funds and 26% Other Funds (local education agency). For non-educationally coded youth: 48% Federal Funds and 52% General Funds.

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

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the NFI North – Midway Shelter Contract**

This 4th Amendment to the NFI North-Midway contract (hereinafter referred to as "Amendment #4") dated this, twenty-fifth day of April, 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 – Midway Shelter (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2554 Route 103, Bradford, NH 03221

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011 (item #249), Amendment #1 approved on June 26, 2012 (Item #72), Amendment #2 approved on June 5, 2013 (item #76), and Amendment #3 approved on February 28, 2014 (item #32) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 1, the State may renew the contract for five (5) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two (2) additional years 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 hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$8,085,012
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, to read:  
(603) 271-9558
5. Exhibit A, Scope of Services, CONTRACT PERIOD, to read:  
July 1, 2011 to June 30, 2017
6. Standard Exhibit B, Methods and Conditions Precedent to Payment, Program Period, to read:  
July 1, 2011 through June 30, 2017
7. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1, to read:  
The Total of all payments made to the Contractor shall not exceed the amount in Form P-37, General Provisions, Item 1.8, Price Limitation.



8. Standard Exhibit B, Methods and Conditions Precedent to Payment, Section 2.1, to read:

Payment will be made for services for the period defined in Lines 1.5 and 1.6 of the General Provisions. Reimbursement will be made on a child per day basis, 7 days per week, 365 days per year. The daily reimbursement rate will be set at an average occupancy rate of 95% of contract capacity at a daily rate of:

Residential	\$195.61
Education	<u>66.90</u>
Total	\$262.51

9. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
10. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:  
From 7/1/2011 to 6/30/2017
11. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:  
July 1, 2011 through June 30, 2017
12. Delete 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.



New Hampshire Department of Health and Human Services  
NFI North – Midway Shelter Contract

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

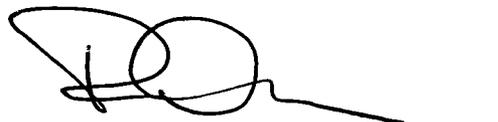
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/1/15  
Date

  
Mary Ann Cooney  
Associate Commissioner

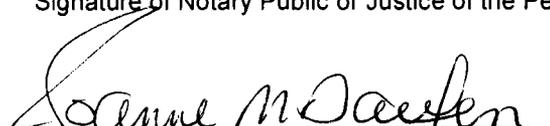
4/24/15  
Date

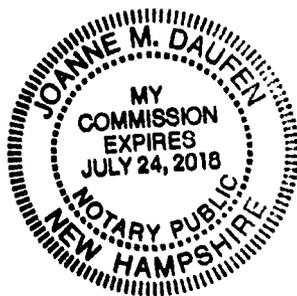
  
NAME Paul Dann PhD  
TITLE Executive Director

Acknowledgement:

State of New Hampshire County of Merrimack on 4/24/15, 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

  
Name and Title of Notary or Justice of the Peace  
Office manager



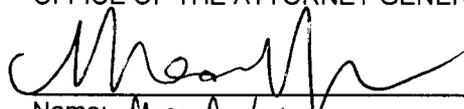
New Hampshire Department of Health and Human Services  
NFI North – Midway Shelter Contract



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

OFFICE OF THE ATTORNEY GENERAL

Date 5/11/15

  
Name: Megan A. Yaple  
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: \_\_\_\_\_



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

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

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



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

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

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

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

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

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

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

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

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

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- 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.



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

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

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

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

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

Exhibit G

Contractor Initials

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

1/24/15

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.

4/24/15  
Date

Contractor Name: NFI NORTH, Inc.  
  
Name: Paul L. DANN PhD  
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Contractor Initials

PD

# 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 27<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, 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 24 day of April, 2015.  
(Date Contract Signed)

4. Paul L. 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 24<sup>th</sup> day of April, 2014.

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

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



Commission Expires: July 24, 2018

**CERTIFICATE OF LIABILITY INSURANCE**

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).

<b>PRODUCER</b> USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123      FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS: christina.miceli@usi.biz															
	<b>INSURED</b> North American Family 26 Howley Street Peabody, MA 01960	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B : United States Fire Insurance Co</td> <td>21113</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : United States Fire Insurance Co	21113	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :																
INSURER E :																
INSURER F :																

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1270102	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB483649	01/01/2015	01/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	4066811586	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b> Department of Health and Human Services Attn: Ruth Eisman Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 
---	--



**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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KPMG LLP  
Two Financial Center  
80 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><u>6,229,483</u></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><u>6,229,483</u></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	<u>16,599</u>
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>\$ 1,306,237</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:	
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>\$ 181,781</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
Total mortgages payable		<u>3,497,216</u>
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
Total vehicle note payables		<u>153,991</u>
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:

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

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:

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

**(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.



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**

<b>Title</b>	<b>Name</b>	<b>Address</b>
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**

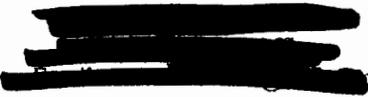
<b>Name</b>	<b>Occupation</b>	<b>Address</b>
Doug Giles	Retired Fire Fighter/Organic Farmer	[REDACTED]
Leslie Grant	CPA	[REDACTED]
Sue Allen	Business Women/Consumer Representative	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Jan Arsenault	Director of Graduate 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

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jan Williamson	Regional Director	\$83250.00	0%	\$0.00
Randa Tenney	Program Director	\$55182.00	100%	\$55182.00
Matthew Therrien	Asst .Director	\$40800.00	100%	\$40800.00
Jaonie Lemmon-Bella	Clinical Coordinator	\$43860.00	50%	\$21930.00



## HIGHLIGHTS OF QUALIFICATIONS:

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

## EXPERIENCE AND ACCOMPLISHMENTS:

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

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

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

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

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

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

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

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

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

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

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

Recreational Therapist

**TEACHING EXPERIENCE:**

1978 to 1979 SAU #4, New Hampshire  
Substitute Teacher for Middle-Secondary School

1977 to 1978 HOLBROOK SCHOOL, Holbrook, MA  
Substitute Teacher for Middle-Secondary School.

**MILITARY EXPERIENCE:**

1978 to 1998 UNITED STATES ARMY NATIONAL GUARD, Concord, NH  
Demonstrated strong leadership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the Starc level. One of New Hampshire's first two female soldiers to graduate from Officer Candidate School. 1988 recipient of the NH Army Commendation Medal for Outstanding Service. 1986 recipient of the Army Commendation Medal for Meritorious Achievement. NH's 1985 Junior Officer of the Year. 1993 recipient of the Meritorious Service Medal for Exceptional Meritorious Service.

**EDUCATION:**

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

**PROFESSIONAL DEVELOPMENT:**

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

1995 Facilitator/Trainer of Moderate Level Challenge Course.

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.

[REDACTED]  
[REDACTED]  
[REDACTED] 02772  
[REDACTED] 959

**Objective:** Seeking the Clinical Coordinator position at the NFI North Midway Shelter and the Bradford School.

**Education/ Training:**

February 2014  
In Their Shoes: Teens and Dating Violence

July 2013  
Fundamentals of Somatic Experiencing

January 2013 to May 2013  
Building Brief Treatment Competencies

November 2012  
Circle of Security: It All comes Around to Attachment

"Roars of the Unconscious": Animals in Play Therapy and Sand play. An adopted boy's journey in the sand

May 2012  
Mindful Self-Compassion 2-day Workshop

September 2008 to April 2012  
Clinical Mental Health Counseling  
Antioch University New England

August 2010 to April 2012  
Internship/summer employment at Monadnock Family Services

June 2011  
Treating PTSD in Adults Impacted by Sexual Trauma Seminar

May 2011  
Art Therapy and Therapeutic Art Seminar

May 2009  
Responding to the Emotional Needs of Children Using Play Therapy

**January 2006 to June 2008**  
**Bachelor of Science, Family Studies**  
**Granite State College**

**November 2004**  
**When Survivors Give Birth: Counseling Skills to Assist Pregnant Survivors of Childhood Sexual Abuse in Preparing for Birth Seminar**

**Employment:**

**April 2014 to end of school year**  
**SAU #93 Monadnock Regional School District**  
**Provide academic and emotional support to students experiencing homelessness.**

**May 2012 to March 2014**  
**Monadnock Family Services**  
**Keene, New Hampshire**  
**Adult and Child Community and Office-based Clinician**  
**Provide therapy to adults, children in an office, home, and community environment.**

**April 2008 to August 2009**  
**Hannah House Lebanon, New Hampshire**  
***Residential Respite Staff***  
**Provide support to pregnant and parenting adolescents in placement.**

**August 2005 to August 2007**  
**Pathways Claremont, New Hampshire**  
***Community Support Assistant***  
**Provided direct support to individuals with developmental disabilities.**

**October 2002 to December 2005**  
**From the Heart Doula Care and Birth Support**  
***Birth/Postpartum***  
**Helped support families postpartum.**  
**Assisted families in preparing and carrying out their birth plan.**  
**Provided physical and emotional care to women and their partners throughout the labor and delivery process**

**Interests:**

**Herbalism, roller derby, hiking, painting, jewelry making and metal smithing.**

[REDACTED]

[REDACTED]

### EDUCATION

**Major:** Bachelor of Arts in Criminal Justice

**Minor:** Sociology/Anthropology

Plymouth State University, Plymouth, NH - Graduated May 2009

GPA: 3.55

Honors: Deans List- Spring 2006, Fall 2007, Fall 2008

Presidents List- Spring 2008, Spring 2009

Graduated Magna Cum Laude- Spring 2009

### CERTIFICATIONS

Graduate of the 251<sup>st</sup> NH Police Standards and Training Part-Time Police Academy - November 2007

Member of the Criminal Justice Honors Society - Spring 2008

Completion of the Stevens Advanced Driver Training: Advanced Car Control course - October 26, 2009

### PROFESSIONAL DEVELOPMENT

**Shift Supervisor NFI North Midway Shelter-** As a supervisor I am responsible for supervising counselors, oversee and organize the shift and daily programming, and to oversee the general organization and upkeep of the house. I provide therapeutic interventions when clients have phone calls and visits with family members. I am responsible for developing a professional rapport with clients and families by utilizing a strength based approach.

**Community Advisor -** Work along with other Residential Life staff to provide a holistic living and learning environment within the residence halls at Plymouth State University while focusing on getting to know residents, peer advising, programming, being a resource and helping residents make the most out of their Plymouth State University experience. - Spring 2008, Fall 2008, Spring 2009

### EMPLOYMENT HISTORY

**NFI North Midway Shelter**

**Shift Supervisor/Direct Care Counselor**

2554 Route 103

Bradford, NH, 03221

July 2011 - Current

**Amoskeag Beverages LLC**

**Merchandiser**

510 Hall Street

Bow, NH, 03304

July 2010 - July 2011

**Enfield Police Department**

**Patrol Officer**

19 Main Street

Enfield, NH, 03748

September 2009 - December 2009

**NH Marine Patrol**

**Seasonal Patrol Officer**

Bureau of Marine Patrol,

Division of Safety Services

31 Dock Road

Gilford, NH 03249

June 2007 – September 2009

**Plymouth State University**

**Community Advisor**

17 High Street

Plymouth, NH 03264

January 2008 – May 2009

### REFERENCES

**Randa Tenney**

Program Director Midway Shelter

Phone: (603) 938-5022

**Danielle Vyce**

Assistant Program Director Midway Shelter

Phone: (603) 938-5022

**Nicole Downs**

Shift Supervisor at Midway Shelter

Phone: (781) 775-7734

**Ryan Murphy**

Retired Services Technician for the NH Army National Guard

Phone: (603) 582-0336

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[REDACTED]

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**SUMMARY**

Experienced professional with nineteen years' experience managing a nonprofit program for disadvantaged and at risk youth. Highly skilled in establishing and maintaining key partnerships, collaborations, and funding sources. Proven ability to provide excellent leadership for staff as well as youth. Experienced in overseeing a million dollar budget, fund raising, successful grant writing, hiring and supervising a staff of 25, developing community liaisons and volunteers, developing and implementing quality assurance measures, and assuring all federal and state guidelines and contracts were in compliance. Exceptional verbal and written communication skills.

**OBJECTIVE**

A challenging position in managing a program that will benefit people in need and utilize my skills in relationship building, and management.

**PROFESSIONAL  
EXPERIENCE**

**Program Manager, Antrim Girls Shelter, Lutheran Social Services**

- Responsible for all aspects of managing a non profit program including hiring, training and supervising a staff of 25, developing policies and procedures, developing and managing a million dollar plus budget, developing and implementing therapeutic and behavioral management systems, developing community partnerships, donors and volunteers
- Ensuring that all contractual obligations, licensing, and regulatory requirements, as well as quality assurance goals are met
- Building maintenance and capital improvements
- Developing and maintaining positive relationships with referral sources, parents, lawyers, judges, healthcare providers, community members, donors, and volunteers
- Successful fund raising and grant writing
- Advocacy for the shelter and at risk girls
- Active legislative initiatives and collaboration
- Excellent leadership and motivational skills
- Positive relationships and rapport with young adults
- Excellent verbal and written communication skills

**Work Study Coordinator, Seafield Pines Treatment Center**

- Responsible for developing educational and independent life skills for adolescent and young adults with addictions
- Ensured compliance with state and federal regulatory requirements
- Collaborated with clinical team to implement individual education plan
- Fostered relationships with community businesses

**Additional  
Professional  
Activities**

- *Member of NH Cares in NH*
- *Child Welfare Advisory Board*
- *Member of NH Partners in Service*
- *First Aid and CPR Certified*
- *Certified Low Ropes Course Facilitator*
- *Certified SOLVE Trainer*
- *Certified Alpine and telemark ski instructor*

**Volunteer  
Experiences**

- *Aids Services Housing Board*
- *Acworth Community Recreation Committee*
- *Acworth Community Project*
- *Child Welfare Advisory Board*

**EDUCATION**

*Vermont College of Norwich University Northfield, VT  
MA in Education*

*Springfield College Springfield, Ma.  
BA Philosophy and Religion*

**References**

- *Available upon request*



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

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

Nicholas A. Toumpas  
 Commissioner

Maggie Bishop  
 Director

January 29, 2013

**G&C Approved**

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

Date 2-28-14  
 Item # #32

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with NFI North, Inc., Contoocook, New Hampshire (Vendor #177575 B001), for the provision of a 15-bed co-ed, short-term, staff secure shelter care facility known as Midway Shelter, located in Bradford, NH, by increasing the price limitation by \$1,338,578.00 from \$4,015,734 to an amount not to exceed \$5,354,312 and extending the completion date from June 30, 2014 to June 30, 2015, effective upon Governor and Executive Council approval. Governor and Executive Council approved the original Agreement on June 22, 2011 (Item #249) and subsequent amendments on June 26, 2012 (Item #72) and June 5, 2013 (Item #76).

Funds to support this request are available in the following account in SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitations and amend the related terms of the contracts without further approval from Governor and Executive Council.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES**

State Fiscal Year	Account Number	Job #	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2012	010-040-5855-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2013	010-040-5855-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2014	010-042-2958-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2015	010-042-2958-533-500373	42105823	\$0	\$1,338,578	\$1,338,578
		<b>Total</b>	<b>\$4,015,734</b>	<b>\$1,338,578</b>	<b>\$5,354,312</b>

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

### EXPLANATION

The above action is requested to continue the engagement of NFI North, Inc. to provide shelter care beds to ensure that court-ordered short-term staff secure shelter care services are provided to adolescents. The Division strives to have shelter care beds available statewide. This agreement with NFI North, Inc. helps provide that resource to the Division as part of its service delivery options.

Both the original agreement and the subsequent amendments contain the provision to provide these services for one year with a renewal option to extend it for up to five additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval. The Division is now requesting to renew the agreement for one additional year with the ability to renew up to two additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Council approval.

Shelter care service provides short-term residential care for adolescents in crisis who are awaiting further placement, evaluation, completion of a services plan, or court action. The youth are Children in Need of Services, delinquent, abused, or neglected and have been court-ordered to this type of residential placement. Shelter care services are comprised of 24-hour per day residential care, with a staff-to-youth supervision ratio of 1:5 or lower. In this self-contained setting, youth participate in school, individual and group therapy and physical/recreational activities. They also receive some medical care.

Shelter care goals include: providing stability for youth by providing services that emphasize structure, ensures safety, and close supervision and containment; improving the youth's behavior through an effective behavioral management system based on their individual need; and maintaining the youth's connection to their family by facilitating contact between them and introducing concepts that promote healthy relationships.

The youth served are typically in a transitional phase, often being removed from their home for the first time while the Division is in the midst of identifying the youth's individual treatment and/or rehabilitation needs. Many youth, with proper structure and family support, will return to their homes, while others may go onto lengthier residential programs that provide more intensive therapeutic services. These services are sometimes used for youth who were in another residential placement and are transitioning their way back to home – with shelter care being a less intensive placement than their current one, and, therefore, a transitional step to ensure their successful return home. In yet other cases, shelter care may be needed for a youth that is transitioning from one residential placement to another, after treatment has revealed the need for a different therapeutic approach/residential setting, but for whom a bed at the next setting is not yet available.

A site review was done at Midway Shelter on September 2011 and was followed up with a technical assistance review in November 2012. Each review found that the site has been a reliable provider for the Division over the years and cares for a challenging population. They remain a valuable resource for the Division. While the program did have a corrective action plan for minor documentation oversights, the overall findings showed the program to be meeting the needs of the youth residing at their facilities. During the calendar year 2012, the program served approximately 154 youth.

The costs associated with the Division's shelter care facilities are identified as either residential, educational or a combination thereof. For youth served that are educationally coded, their respective

legally liable school district (local education agency) is responsible for payment of the educational costs. The educational costs for youth that are not educationally coded are the responsibility of the Division. This agreement utilizes a 95% occupancy ratio to achieve the per diem rate.

Should Governor and Executive Council determine to not authorize this request youth served by this agreement may need to be placed in existing residential programs throughout the State. Those programs are more costly than shelter care.

Midway Shelter is the sole remaining dedicated Shelter Care facility. Lutheran Social Services of New England closed the Antrim Shelter facility in December 2011. NFI North, Inc. opted not to execute a SFY 2014 contract for the North Country Shelter.

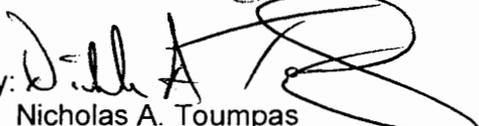
Geographic area served: Statewide.

Source of funds: For educationally coded youth: 48% Federal Funds, 26% General Funds and 26% Other Funds (local education agency). For non-educationally coded youth: 48% Federal Funds and 52% General Funds.

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

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner



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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the NFI North Inc.- Midway Shelter Contract

This third Amendment to the NFI North Inc.- Midway Shelter Contract (hereinafter referred to as "Amendment #3") dated this 6<sup>th</sup> day of January 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and, NFI North, Inc. (hereinafter referred to as "the Contractor"), a Nonprofit Corporation with a place of business at PO Box 417, 40 Park Lane, Contoocook, NH 03229

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011 (Item #249), amended by an agreement (Amendment #1 to the Contract) approved on June 26, 2012, (Item #72) and amend by an agreement (Amendment #2 to the Contract) approved June 5, 2013, (Item #76) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, the State may renew the contract for up to five years by written agreement of the parties with approval of Governor and Executive Council; and

WHEREAS, the State and the Contractor have agreed to extend the program by one year;

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

To amend as follows:

- Form P-37, Item 1.7, Completion Date, to read:  
6/30/15
- Form P-37, Item 1.8, Price Limitation, to read:  
\$5,354,312
- Exhibit A, Scope of Services, Contract Period, to read:  
July 1, 2012 – June 30, 2015
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Program Period, to read:  
July 1, 2009 – June 30, 2015
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, to read:  
...an amount not to exceed \$5,354,312.

Except as specifically amended and modified by the terms and conditions of this Amendment and Amendment #1, or Amendment #2, 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 herein.

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

NFI North, Inc.

Bidder/Program Name: Midway Shelter

Budget Request for: 2015 Contract Renewal

Budget Period: SFY2015

1. Total Salary/Wages	\$ 649,804	\$ 90,973	\$ 740,777	\$ 127,077	\$ 867,854
2. Employee Benefits	\$ 175,447	\$ 24,563	\$ 200,010	\$ 34,311	\$ 234,320
3. Consultants	\$ 44,152	\$ 6,181	\$ 50,333	\$ 1,710	\$ 52,043
4. Equipment:		\$ -	\$ -	\$ -	\$ -
Rental	\$ 3,444	\$ 482	\$ 3,926	\$ 561	\$ 4,487
Repair and Maintenance	\$ 1,313	\$ 184	\$ 1,496	\$ 214	\$ 1,710
Purchase/Depreciation	\$ 74,134	\$ 10,379	\$ 84,513	\$ 12,073	\$ 96,586
5. Supplies:		\$ -	\$ -	\$ -	\$ -
Educational	\$ 5,063	\$ 709	\$ 5,771	\$ 1,924	\$ 7,695
Office	\$ 5,000	\$ 700	\$ 5,700	\$ -	\$ 5,700
6. Travel	\$ 12,765	\$ 1,787	\$ 14,552	\$ 1,522	\$ 16,074
7. Occupancy	\$ 111,119	\$ 15,557	\$ 126,676	\$ 18,097	\$ 144,773
8. Current Expenses		\$ -	\$ -	\$ -	\$ -
Telephone	\$ 7,569	\$ 1,060	\$ 8,628	\$ 1,233	\$ 9,861
Postage	\$ 600	\$ 84	\$ 684	\$ -	\$ 684
Subscriptions	\$ 700	\$ 98	\$ 798	\$ -	\$ 798
Audit and Legal		\$ -	\$ -	\$ -	\$ -
Insurance	\$ 12,305	\$ 1,723	\$ 14,028	\$ 1,137	\$ 15,165
Board Expenses		\$ -	\$ -	\$ -	\$ -
9. Software		\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,995	\$ 839	\$ 6,834	\$ 554	\$ 7,388
12. Subcontracts/Agreements		\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ 64,782	\$ 9,069	\$ 73,851	\$ 6,141	\$ 79,992
<b>TOTAL</b>	<b>\$ 1,174,191</b>	<b>\$ 164,387</b>	<b>\$ 1,338,578</b>	<b>\$ 206,554</b>	<b>\$ 1,545,132</b>

Indirect As A Percent of Direct

14%

Contractor Initials:     *RD*    

Date:     1/15/14    

13. Includes:  
 Food (40,692), Client Expense (26,037),  
 Medical Supplies (750), Advertising for Staff (1,500)  
 Background Checks (690), License/Permits/Fees (500)



NH Department of Health and Human Services  
NFI North Inc.- Midway Shelter Contract

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

1/29/14  
Date

Mary Ann Conway  
Mary Ann Conway  
Associate Commissioner

1/15/14  
Date

NFI North, Inc.  
[Signature]  
NAME TITLE EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of Merrimack on 1/15/14, 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

Sandra A. Jenovese  
Name and Title of Notary or Justice of the Peace



NH Department of Health and Human Services  
NFI North Inc.- Midway Shelter Contract



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

OFFICE OF THE ATTORNEY GENERAL

2-4-14  
Date

*Rosemary Wiatt*  
Name: *Rosemary Wiatt*  
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



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

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

Nicholas A. Toumpas  
 Commissioner

Maggie Bishop  
 Director

April 23, 2013

**G&C Approved**

Date 6/5/13  
 Item # 76

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with NFI North, Inc., Contoocook, New Hampshire (Vendor #177575 B001), for the provision of a 15-bed co-ed, short-term, staff secure shelter care facility known as Midway Shelter, located in Bradford, NH, by increasing the price limitation by \$1,338,578.00 from \$2,677,156.00 to an amount not to exceed \$4,015,734.00 and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original Agreement on June 22, 2011 (Item #249) and a subsequent amendment on June 26, 2012 (Item #72).

Funds to support this request are anticipated to be available in the following account in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitations and amend the related terms of the contracts without further approval from Governor and Executive Council.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES**

State Fiscal Year	Account Number	Job #	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2012	010-040-5855-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2013	010-040-5855-533-500373	40130411	\$1,338,578	\$0	\$1,338,578
2014	010-042-2958-533-500373	40130411		\$1,338,578	\$1,338,578
		<b>Total</b>	<b>\$2,677,156</b>	<b>\$1,338,578</b>	<b>\$4,015,734</b>

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

### EXPLANATION

The above action is requested to continue the engagement of NFI North, Inc. to provide shelter care beds to ensure that court-ordered short-term staff secure shelter care services are provided to adolescents. The Division strives to have shelter care beds available statewide. This agreement with NFI North, Inc. helps provide that resource to the Division as part of its service delivery options.

Shelter care service provides short-term residential care for adolescents in crisis who are awaiting further placement, evaluation, completion of a services plan, or court action. The youth are Children in Need of Services, delinquent, abused, or neglected and have been court-ordered to this type of residential placement. Shelter care services are comprised of 24-hour per day residential care, with a staff-to-youth supervision ratio of 1:5 or lower. In this self-contained setting, youth participate in school, individual and group therapy and physical/recreational activities. They also receive some medical care.

Shelter care goals include: providing stability for youth by providing services that emphasize structure, ensures safety, and close supervision and containment; improving the youth's behavior through an effective behavioral management system based on their individual need; and maintaining the youth's connection to their family by facilitating contact between them and introducing concepts that promote healthy relationships.

The youth served are typically in a transitional phase, often being removed from their home for the first time while the Division is in the midst of identifying the youth's individual treatment and/or rehabilitation needs. Many youth, with proper structure and family support, will return to their homes, while others may go onto lengthier residential programs that provide more intensive therapeutic services. These services are sometimes used for youth who were in another residential placement and are transitioning their way back to home – with shelter care being a less intensive placement than their current one, and, therefore, a transitional step to ensure their successful return home. In yet other cases, shelter care may be needed for a youth that is transitioning from one residential placement to another, after treatment has revealed the need for a different therapeutic approach/residential setting, but for whom a bed at the next setting is not yet available.

A site review was done at Midway Shelter on September 2011 and was followed up with a technical assistance review in November, 2012. Each review found that the site has been a reliable provider for the Division over the years and cares for a challenging population. They remain a valuable resource for the Division. While the program did have a corrective action plan for minor documentation oversights, the overall findings showed the program to be meeting the needs of the youth residing at their facilities. During the calendar year 2012, the program served approximately 154 youth.

The costs associated with the Division's shelter care facilities are identified as either residential, educational or a combination thereof. For youth served that are educationally coded, their respective legally liable school district (local education agency) is responsible for payment of the educational

costs. The educational costs for youth that are not educationally coded are the responsibility of the Division. This agreement utilizes a 95% occupancy ratio to achieve the per diem rate.

Both of the original agreement and the subsequent amendment contains the provision to provide these services for one year with a renewal option to extend it for up to five additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval. The Division is now requesting to renew the agreement for one additional year with the ability to renew up to three additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Council approval.

Should Governor and Executive Council determine to not authorize this request youth served by this agreement may need to be placed in existing residential programs throughout the State. Those programs are more costly than shelter care.

On February 14, 2011, a Request for Proposals was issued. The Request for Proposals was published on the Department of Health and Human Services website and the Division announced the release of the in a letter sent to 17 residential facilities statewide. An optional bidders conference held on February 28, 2011 was attended by three agencies. Five proposals were submitted for a 15-bed shelter care facility. Both of NFI North's proposals achieved the highest evaluation scores and were selected as winning bids. They were a Midway Shelter proposal for the provision of a 15-bed boys facility and a North Country Shelter proposal for a 15-bed co-ed facility. In addition, Lutheran Social Services of New England was selected to provide a 15-bed girls shelter at the Antrim Shelter facility.

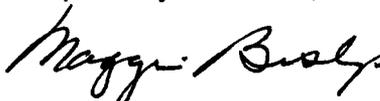
Midway Shelter is the sole remaining dedicated Shelter Care facility. Lutheran Social Services of New England closed the Antrim Shelter facility in December, 2011. NFI North, Inc. has opted not to execute a SFY 2014 contract for the North Country Shelter.

Geographic area served: Statewide.

Source of funds: For educationally coded youth: 48% Federal Funds, 26% General Funds and 26% Other Funds (local education agency). For non-educationally coded youth: 48% Federal Funds and 52% General Funds.

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

Respectfully submitted,



Maggie Bishop  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the NFI North Inc.- Midway Shelter Contract

This 2nd Amendment to the NFI North Inc.- Midway Shelter Contract (hereinafter referred to as "Amendment #2") dated this 17<sup>th</sup> day of April 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and , Inc. (hereinafter referred to as "the Contractor"), a Nonprofit Corporation with a place of business at PO Box 417, 40 Park Lane, Contoocook, NH 03229

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011 (Item #249), and amended by an agreement (Amendment #1 to the Contract) approved on June 26, 2012, (Item #72) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, the State may amend the contract by written agreement of the parties with approval of Governor and Executive Council; and

WHEREAS, the State and the Contractor have agreed to extend the program by one year;

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

To amend as follows:

- Form P-37, Item 1.7, Completion Date, shall be amended to read "6/30/14".
- Form P-37, Item 1.8, Price Limitation, shall be amended to read "\$4,015,734.00".
- Exhibit A, Scope of Services, Contract Period, shall be amended to read: "July 1, 2012 – June 30, 2014"
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Program Period, shall be amended to read: "July 1, 2009 – June 30, 2014".
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, shall be amended to read: "...an amount not to exceed \$4,015,734.00".

Except as specifically amended and modified by the terms and conditions of this Amendment and Amendment #1, 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 herein.



NH Department of Health and Human Services  
NFI North Inc.- Midway Shelter Contract

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,

5/2/13  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Nicholas A. Toumpas  
Commissioner

4/19/13  
Date

NFI North, Inc.  
[Signature]  
NAME Paul L. Dann, Ph.D.  
TITLE Executive Director

Acknowledgement:

State of New Hampshire County of Merrimack on April 19, 2013, 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

[Signature]  
Name and Title of Notary or Justice of the Peace  
Office Manager



NH Department of Health and Human Services  
NFI North Inc.- Midway Shelter Contract



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

OFFICE OF THE ATTORNEY GENERAL

29 April 2013  
Date

Janne P. Herrick  
Name: Janne P. Herrick  
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:

Contractor Initials RD  
Date 4/19/13

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

NFI North, Inc.

Bidder/Program Name: Midway Shelter

Budget Request for: 12-DCYFDJJS-SHC-05

*(Name of RFP)*

Budget Period: FY2014

Line Item	Direct Incremental	Indirect Fixed	Total Direct Costs	Bidder/Match	Total Costs	Allocation Factor (Direct/Total Cost)
1. Total Salary/Wages	\$ 649,804	\$ 90,973	\$ 740,777	\$ 127,077	\$ 867,854	
2. Employee Benefits	\$ 175,447	\$ 24,563	\$ 200,010	\$ 34,311	\$ 234,320	
3. Consultants	\$ 44,152	\$ 6,181	\$ 50,333	\$ 1,710	\$ 52,043	
4. Equipment:		\$ -	\$ -	\$ -	\$ -	
Rental	\$ 3,444	\$ 482	\$ 3,926	\$ 561	\$ 4,487	
Repair and Maintenance	\$ 1,313	\$ 184	\$ 1,496	\$ 214	\$ 1,710	
Purchase/Depreciation	\$ 74,134	\$ 10,379	\$ 84,513	\$ 12,073	\$ 96,586	
5. Supplies:		\$ -	\$ -	\$ -	\$ -	
Educational	\$ 5,063	\$ 709	\$ 5,771	\$ 1,924	\$ 7,695	
Office	\$ 5,000	\$ 700	\$ 5,700	\$ -	\$ 5,700	
6. Travel	\$ 12,765	\$ 1,787	\$ 14,552	\$ 1,522	\$ 16,074	
7. Occupancy	\$ 111,119	\$ 15,557	\$ 126,676	\$ 18,097	\$ 144,773	
8. Current Expenses		\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 7,569	\$ 1,060	\$ 8,628	\$ 1,233	\$ 9,861	
Postage	\$ 600	\$ 84	\$ 684	\$ -	\$ 684	
Subscriptions	\$ 700	\$ 98	\$ 798	\$ -	\$ 798	
Audit and Legal		\$ -	\$ -	\$ -	\$ -	
Insurance	\$ 12,305	\$ 1,723	\$ 14,028	\$ 1,137	\$ 15,165	
Board Expenses		\$ -	\$ -	\$ -	\$ -	
9. Software		\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications		\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 5,995	\$ 839	\$ 6,834	\$ 554	\$ 7,388	
12. Subcontracts/Agreements		\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ 64,782	\$ 9,069	\$ 73,851	\$ 6,141	\$ 79,992	
<b>TOTAL</b>	<b>\$ 1,174,191</b>	<b>\$ 164,387</b>	<b>\$ 1,338,578</b>	<b>\$ 206,554</b>	<b>\$ 1,545,132</b>	

Indirect As A Percent of Direct

14%

Contractor Initials: RD

Date: 4/19/13

13. Includes:

Food (40,692), Client Expense (26,037),  
 Medical Supplies (750), Advertising for Staff (1,500)  
 Background Checks (690), License/Permits/Fees (500)

FILE



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

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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

May 8, 2012

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

**G&C Approved**  
Date 6/20/12  
Item # 72

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with NFI North, Inc., Contoocook, New Hampshire (Vendor #177575 B001), for the provision of a 15-bed male short-term staff secure shelter care facility known as Midway Shelter, located in Bradford, NH, by increasing the price limitation by \$1,338,578.00 from \$1,338,578.00 to an amount not to exceed \$2,677,156.00 and extending the completion date to June 30, 2013, effective July 1, 2012 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original Agreement on June 22, 2011 (Item #249).

2. Authorize the Department of Health and Human Services, Division for Children, Youth and Families Division for Children, Youth and Families to amend an existing agreement with NFI North, Inc., Contoocook, New Hampshire (Vendor #177575 B001), for the provision of a 15-bed co-ed short-term staff secure shelter care facility known as North Country Shelter, located in Jefferson, NH, by increasing the price limitation by \$1,280,869.00 from \$1,280,869.00 to an amount not to exceed \$2,561,738.00 and extending the completion date to June 30, 2013, effective July 1, 2012 or date of Governor and Executive Council approval, whichever comes later. Governor and Executive Council approved the original Agreement on June 22, 2011 (Item #249).

Funds for both Requested Action 1 and Requested Action 2 are available in the following account in State Fiscal Year 2013:

05-95-40-403010-5855 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
CHILDREN AND YOUTH, SERV FOR CHILD AND FAMILIES, CHILD - FAMILY SERVICES

**MIDWAY SHELTER:**

State Fiscal Year	Account Number	Job #	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2012	010-040-5855-533-500373	40130411	\$1,338,578.00	\$0	\$1,338,578.00
2013	010-040-5855-533-500373	40130411	\$0	\$1,338,578.00	\$1,338,578.00
<b>Sub Total</b>			<b>\$1,338,578.00</b>	<b>\$1,338,578.00</b>	<b>\$2,677,156.00</b>

**NORTH COUNTRY SHELTER:**

State Fiscal Year	Account Number	Job #	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2012	010-040-5855-533-500373	40130411	\$1,280,869.00	\$0	\$1,280,869.00
2013	010-040-5855-533-500373	40130411	\$0	\$1,280,869.00	\$1,280,869.00
<b>Sub Total</b>			<b>\$1,280,869.00</b>	<b>\$1,280,869.00</b>	<b>\$2,561,738.00</b>
<b>TOTAL</b>			<b>\$2,619,447.00</b>	<b>\$2,619,447.00</b>	<b>\$5,238,894.00</b>

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

**EXPLANATION**

The above actions are requested to continue the engagement of NFI North, Inc. to provide shelter care beds to ensure that court-ordered short-term staff secure shelter care services are provided to adolescents. The Division strives to have shelter care beds available statewide. This agreement with NFI North, Inc. provides that resource to the Division as part of its service delivery options.

A Description of Shelter Care Services

Shelter care service provides short-term residential care for adolescents in crisis who are awaiting further placement, evaluation, completion of a services plan, or court action. The youth are Children in Need of Services, delinquent, abused, or neglected and have been court-ordered to this type of residential placement. Shelter care services are comprised of 24-hour per day residential care, with a staff-to-youth supervision ratio of 1:5 or lower. In this self-contained setting, youth participate in school, individual and group therapy and physical/recreational activities. They also receive some medical care.

Shelter care goals include: providing stability for youth by providing services that emphasize structure, ensures safety, and close supervision and containment; improving the youth's behavior through an effective behavioral management system based on their individual need; and maintaining the youth's connection to their family by facilitating contact between them and introducing concepts that promote healthy relationships.

The youth served are typically in a transitional phase, often being removed from their home for the first time while the Division are in the midst of identifying the youth's individual treatment and/or rehabilitation needs. Many youth, with proper structure and family support, will return to their homes, while others may go onto lengthier residential programs that provide more intensive therapeutic services. In addition, these services are sometimes used for youth who were in another residential placement and are transitioning their way back to home – with shelter care being a less intensive placement than their current one, and therefore, a transitional step to ensure their successful return home. In yet other cases, shelter care may be needed for a youth that is transitioning from one residential placement to another, after treatment has revealed the need for a different therapeutic approach/residential setting, but for whom a bed at the next setting is not yet available.

### Agreement Terms

Other than the renewal of these agreements for an additional year and level funded increases in the price limitations all other terms and conditions remain unchanged from the original agreements approved by Governor and Executive Council on June 22, 2011 (Item #249). Site reviews were done independently for each site, Midway - September 2011 and North Country – October 2011. Each review found that the sites have been reliable providers for the Division over the years and care for a challenging population. They are to be commended for their work with New Hampshire's youth and their families. They remain a valuable resource for the Division. While each program did have a corrective action plan for minor documentation oversights, the overall findings showed their program's to be meeting the needs of the youth residing at their facilities. During State Fiscal Year 2011, the agency served approximately 193 youth at the Midway Shelter and approximately 183 youth at the North Country Shelter.

The costs associated with the Division's shelter care facilities are identified as either residential, educational or a combination thereof. For youth served that are educationally coded, their respective legally liable school district (local education agency) is responsible for payment of the educational costs. The educational costs for youth that are not educationally coded are the responsibility of the Division. These agreements utilize a 95% occupancy ratio to achieve the per diem rate.

Both of the original agreements and the approved Governor and Executive Council letter contained the provision of these services for one year and a renewal option to extend them for up to five additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval. The Division is now requesting to renew the agreements for one additional year with the ability to renew them up to four additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Council approval. By renewing these agreements the Division is complying with HB 2; 357, which states, "357 Shelter Care Services. For the biennium ending June 30, 2013, the department of health and human services shall continue to fund the following shelter care services: 12 beds for boys at the Midway Shelter in Bradford, 13 beds for girls at the Antrim Girls Shelter in Antrim, and 12 beds at the co-educational North Country Shelter in Jefferson." The Antrim Girls Shelter has closed. The closing of this facility has not impacted the Division's ability to place youth in the most appropriate setting. Each placement is handled on a case-by-case basis to determine the most suitable placement location.

Should Governor and Executive Council determine to not authorize these requests youth served by these agreements may need to be placed in existing residential programs throughout the State. Those programs are more restrictive than is necessary for these youth and will not meet their needs as well as placement in secure shelter care facilities. It should be noted that placement in residential programs are more costly. Additionally should these requests not be approved, the Department will be out of compliance with HB 2, 357 as referenced above.

### Competitive Bidding Process

On February 14, 2011, a Request for Proposals was issued. The Request for Proposals was published on the Department of Health and Human Services website and the Division announced the release of the in a letter sent to 17 residential facilities statewide. An optional bidders conference held on February 28, 2011 was attended by three agencies. Five proposals were submitted for a 15-bed shelter care facility. Both of NFI North's

His Excellency, Governor John F. Lynch  
and the Honorable Executive Council

May 8, 2012

Page 4

proposals achieved the highest evaluation scores and were selected as winning bids. They were a Midway Shelter proposal for the provision of a 15-bed boys facility and a North Country Shelter proposal for a 15-bed co-ed facility. In addition, Lutheran Social Services of New England was selected to provide a 15-bed girls shelter at the Antrim Shelter facility.

Geographic area served: Statewide.

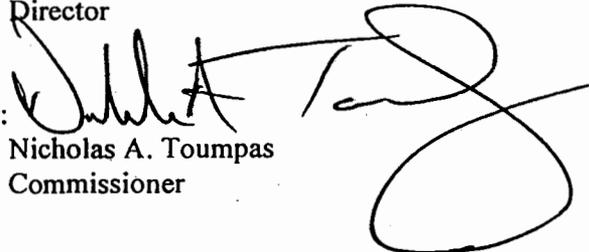
Source of funds: For educationally coded youth: 48% Federal Funds, 26% General Funds and 26% Other Funds (local education agency). For non-educationally coded youth: 48% Federal Funds and 52% General Funds.

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

Respectfully submitted,

  
Maggie Bishop (CREB)  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 5th day of April, 2012, by and between the State of New Hampshire, acting by and through its Division for Children, Youth and Families of the Department of Health and Human Services (herein after referred to as ("the Department")) and NFI North, Inc. - Midway Shelter (herein after referred to as the "Provider").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") dated May 11, 2011 and approved by the Governor and Council on June 22, 2011 Item #249, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of certain sums as specified therein; and WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be amended, waived or discharged only by a written instrument executed by the parties thereto; and WHEREAS, the Provider and the Department have agreed to amend the Agreement in certain respects;

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

- Form P-37, Item 1.7, Completion Date, shall be amended to read "6/30/2013"
- Item 1.8, Price Limitation, shall be amended to increase the price limitation by \$1,338,578.00 for a total price limitation of "\$2,677,156.00"
- Exhibit A, Scope of Services, shall be amended to read: Contract Period: "July 1, 2012 - June 30, 2013"
- Exhibits B, Method, Schedule, and Conditions Precedent to Payment, shall be amended to read: Program Period: "July 1, 2012 - June 30, 2013".

2. Effective Date of Amendment:

This Amendment shall be effective on the date of Governor and Council approval.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, 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 here in.

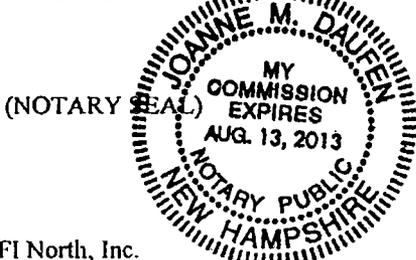
WITNESS WHEREOF, the parties have here unto set their hands as of the date and year first above written.

NFI North, Inc  
 By: [Signature] Ph D  
 Signature  
PAUL L. DANN EXECUTIVE DIRECTOR  
 Name and Title

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of Apr. 1, 2012.



[Signature]  
 (Notary Public/Justice of the Peace)  
 Commission Expires: August 13, 2013

Contractor Initials PD  
 Date 4/5/12

THE STATE OF NEW HAMPSHIRE  
Division for Children, Youth and Families

By: Maggie Bishop  
Maggie Bishop, Director

Approved by the Attorney General (Form, Substance and Execution) this

19 day of Apr., 2012.

By: Jeanne P. Herrick  
Attorney General  
Jeanne P. Herrick, Attorney

Approved by the Governor and Executive Council this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

Contractor Initials RD

Date 4/5/12

State of New Hampshire  
 Department of Health and Human Services  
 Division for Children, Youth and Families

RFP#: 12-DCYFDJJS-SHC-05

Exhibit: B-1, Page 1

SFY 2013 PERSONNEL DATA - MIDWAY SHELTER

	Name	Title	Annual Salary	% of Time Spent on Project	Project Amount Charged for SFY13 (7/1/12 to 6/30/13)
1	Vyce, Danielle	Assistant Program Director	\$ 33,440.00	100%	\$ 33,440.00
2	Various	Relief Staff	\$ 23,000.00	100%	\$ 23,000.00
3	Lesnick, Fran	Clinical Case Manager	\$ 32,640.00	100%	\$ 32,640.00
4	Berghorn, Brian	Direct Care Counselor	\$ 25,001.60	100%	\$ 25,001.60
5	Bowe, Elsbeth	Direct Care Counselor	\$ 24,960.00	100%	\$ 24,960.00
6	Kielchewski, Tabatha	Direct Care Counselor	\$ 25,251.20	80%	\$ 20,200.96
7	Merrill, Mark	Direct Care Counselor	\$ 24,500.00	100%	\$ 24,500.00
8	Rivera, Erica	Direct Care Counselor	\$ 24,960.00	100%	\$ 24,960.00
9	Sousa, Amanda	Direct Care Counselor	\$ 25,001.60	100%	\$ 25,001.60
10	Therrien, Matthew	Direct Care Counselor	\$ 24,960.00	100%	\$ 24,960.00
11	TBD	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
12	TBD	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
13	TBD	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
14	TBD	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
15	TBD	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
16	TBD	Direct Care Counselor	\$ 23,000.00	20%	\$ 4,600.00
17	Troy, Patrick	Education Coordinator	\$ 42,840.00	100%	\$ 42,840.00
18	Downs, Nicole	Shift Supervisor	\$ 35,000.16	100%	\$ 35,000.16
19	Morgan, Keith	Shift Supervisor	\$ 26,998.40	100%	\$ 26,998.40
20	Boisverty, Lynelle	Secretary	\$ 27,186.85	75%	\$ 20,390.14
21	TBD	Secretary	\$ 22,000.00	25%	\$ 5,500.00
22	Drysdale, Lawrence	Special Education Teacher	\$ 32,640.00	100%	\$ 32,640.00
23	TBD	Teacher	\$ 30,450.00	100%	\$ 30,450.00
24	Bersaw, Nicole	Teacher Aide	\$ 23,468.16	100%	\$ 23,468.16
25	Ordile, Amy	Teacher Aide	\$ 23,456.00	100%	\$ 23,456.00
26	Barselle, Mary	Nurse	\$ 42,840.00	50%	\$ 21,420.00
27	Giese, Melissa	Clinical Coordinator	\$ 45,000.00	100%	\$ 45,000.00
28	Tenney, Randa	Program Director	\$ 52,000.00	100%	\$ 52,000.00
29	Williamson, Janice	Regional Director	\$ 78,000.00	25%	\$ 19,500.00
<b>TOTAL</b>					<b>\$ 756,927.02</b>

Contractor Initials: 

Date: 4/5/12

State of New Hampshire  
 Department of Health and Human Services  
 Division for Children, Youth and Families

**Top 5 paid executives - Midway Shelter**

	Name	Title	Annual Salary	% of time charged to project	Project Amount Charged for SFY10 (7/1/12 to 6/30/13)
1	Cusano, Karen	Assistant Executive Director	\$ 106,000.00	0%	\$ -
2	Williamson, Janice	Regional Director	\$ 78,000.00	25%	\$ 19,500.00
3	Allen, Jill	Regional Director	\$ 70,750.00	0%	\$ -
4	Dagenais, Jill	Business Manager	\$ 61,600.00	0%	\$ -
5	Mackillop, Tara	Regional Director	\$ 59,250.00	0%	\$ -
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
<b>TOTAL</b>					<b>\$ 19,500.00</b>

Contractor Initials: RD

Date: 4/5/12

Exhibit: B-2 Budget Proposal RFP#: 12-DCYFDJJS-SHC-05 Provider Name: NFI North Program Name: Midway Shelter		SFY13 (7/1/12-6/30/13)			
		Division	Division	Contractor	TOTAL
		Residential	Education	Match	
		Cost	Cost		
<b>I. Personnel</b>					
<b>A. Salaries and Wages</b>					
	Residential	\$546,203		\$11,963	\$558,166
	Educational		\$175,305	\$23,456	\$198,761
		\$546,203	\$175,305	\$35,419	\$756,927
<b>B. Fringe Benefits</b>					
	Residential	\$147,475		\$3,230	\$150,705
	Educational		\$47,332	\$6,333	\$53,666
		\$147,475	\$47,332	\$9,563	\$204,370
<b>C. Staff Training</b>					
	Residential	\$2,880		\$2,550	\$5,430
	Educational		\$945		\$945
		\$2,880	\$945	\$2,550	\$6,375
<b>D. Client Evaluations and Treatment Services</b>					
	Residential	\$55,476			\$55,476
	Educational		\$4,864	\$2,800	\$7,664
		\$55,476	\$4,864	\$2,800	\$63,140
<b>E. Other Professional Fees</b>					
	Residential	\$0		\$2,500	\$2,500
	Educational		\$0		\$0
		\$0	\$0	\$2,500	\$2,500
<b>II. Non-Personnel</b>					
<b>A. Space Costs</b>					
	Residential	\$126,088		\$2,500	\$128,588
	Educational		\$54,555	\$0	\$54,555
		\$126,088	\$54,555	\$2,500	\$183,143
<b>B. Rental, Lease or Purchase of Minor Equipment</b>					
	Residential	\$1,146		\$350	\$1,496
	Educational		\$1,146	\$150	\$1,296
		\$1,146	\$1,146	\$500	\$2,792
<b>C. Equipment</b>					
	Residential	\$1,392		\$700	\$2,092
	Educational		\$3,380	\$300	\$3,680
		\$1,392	\$3,380	\$1,000	\$5,772
<b>D. Consumable Supplies</b>					
	Residential	\$10,955		\$3,500	\$14,455
	Educational		\$5,795	\$1,500	\$7,295
		\$10,955	\$5,795	\$5,000	\$21,750
<b>E. Food</b>					
	Residential	\$10,500		\$15,000	\$25,500
	Educational		\$4,500	\$10,000	\$14,500
		\$10,500	\$4,500	\$25,000	\$40,000
<b>F. Travel</b>					
	Residential	\$2,430		\$0	\$2,430
	Educational		\$270		\$270
		\$2,430	\$270	\$0	\$2,700
<b>G. Transportation</b>					
	Residential	\$12,071		\$0	\$12,071
	Educational		\$12,071		\$12,071
		\$12,071	\$12,071	\$0	\$24,142
<b>H. Telephone</b>					
	Residential	\$3,255		\$2,800	\$6,055
	Educational		\$1,395	\$1,200	\$2,595
		\$3,255	\$1,395	\$4,000	\$8,650
<b>I. Other Costs</b>					
	Residential	-\$12,275		\$2,800	-\$9,475
	Educational		-\$1,158	\$1,200	\$42
		-\$12,275	-\$1,158	\$4,000	-\$9,433
<b>J. Administrative Overhead</b>					
	Residential	\$89,852		\$6,705	\$96,557

	Educational		\$30,730	\$6,571	\$37,301
		\$89,852	\$30,730	\$13,276	\$133,858
	<b>GRAND TOTAL</b>	<b>\$997,448</b>	<b>\$341,130</b>	<b>\$108,109</b>	<b>\$1,446,686</b>
<b>iii. Cost Proposal Summary</b>					
<b>A. Units of Service</b>					
	Number of Beds	15	15		
	Capacity @ 95%	14.25	14.25		
	Days In Program Year	365	365		
	Program Units of Service (Capacity @ 95% x Program Days)	5201	5201		
<b>B. Provide the per child per day rate for each child</b>					
	(Program cost divided by Program Units of Service)	\$ 191.77	\$ 65.59		

RFP#: 12-DCYFDJJS-SHC-05  
 Provider Name: NFI North  
 Program Name: Midway Shelter

SFY13 (7/1/12-6/30/13)

I. Personnel

A. Salaries and Wages

	Division Residential	Division Educational	Contractor Match	TOTAL
1.00 (1) Assl. Prog. Director per B1 x 100%	\$33,440			\$33,440
1.00 (1) Relief Staff per B1 x 100%	\$23,000	\$0		\$23,000
2.00 (2) Shift Supervisors per B1 x 100%	\$61,999			\$61,999
1.00 (1) Clinical Coordinator per B1 x 100%	\$45,000			\$45,000
1.00 (1) Educ. Coord. per B1 x 100%		\$42,840		\$42,840
11.00 (12) Direct care Counselors per B1 x 100%	\$277,221		\$11,963	\$289,184
1.00 (1) Clinical Case Manager per B1 x 100%	\$32,640			\$32,640
0.50 (.5) Nurse per B1 x 50%	\$19,278	\$2,142		\$21,420
1.00 (1) Prog. Director per B1 x 100%	\$39,000	\$13,000		\$52,000
1.00 (1) Secretary per B1 x 100%		\$25,890		\$25,890
1.00 (1) Spec. Ed. Teacher per B1 x 100%		\$32,640		\$32,640
1.00 (1) Teacher per B1 x 100%		\$30,450		\$30,450
2.00 (2) Teacher Aide** per B1 x 100%		\$23,468	\$23,456	\$46,924
1.00 (1) Regional Director per B1 x 0%	\$14,625	\$4,875		\$19,500
	\$546,203	\$175,305	\$35,419	\$756,927

\*Staffing reduced from 15 client basis  
 \*\* One Aide covered by Title I and Agency funds

B. Fringe Benefits

Payroll taxes and fringe benefits are charged to program functions at 27% of total payroll. Approximate breakdown (varies by quarter): Fica=7.65%, Unemployment=.38%, Worker's Comp=2.67%, Health=14.01%, Retirement/Dental/Life=2.71%

\$147,475	\$47,332	\$9,583	\$204,370
\$147,475	\$47,332	\$9,583	\$204,370

C. Staff Training

\$250 per FTE per year

\$2,880	\$945	\$2,550	\$6,375
\$2,880	\$945	\$2,550	\$6,375

D. Client Evaluation and Treatment Services

Diagnostic Evaluations- 30 @ \$800  
 Substance abuse Evaluations- 30 @ \$550  
 Dietician @ \$60/month  
 Licensed Clinical Services @ \$85/hr  
 16hrs/month  
 Educational Consultants @ \$35/hr, 2 hrs/wk  
 for school year

\$24,000			\$24,000
\$16,500			\$16,500
\$288	\$432		\$720
\$14,688	\$1,632		\$16,320
	\$2,800	\$2,800	\$5,600
\$55,476	\$4,864	\$2,800	\$63,140

E. Other Professional Fees

In-house training saving

\$0	\$0	\$2,500	\$2,500
\$0	\$0	\$2,500	\$2,500

II. Non-Personnel

A. Space Costs

Property Insurance  
 Depreciation  
 Repairs & Maintenance (Plowing, Trash Removal, minor repairs)  
 Non-capital furniture/ fixtures/ appliances  
 Real Estate Taxes  
 Interest on Loans  
 Utilities

\$1,420	\$609		\$2,029
\$45,502	\$19,918		\$65,420
\$6,783	\$2,907	\$2,500	\$12,190
\$420	\$280		\$700
\$10,702	\$4,586		\$15,288
\$37,461	\$16,055		\$53,516
\$23,800	\$10,200		\$34,000
\$126,088	\$54,555	\$2,500	\$183,143

B. Rental, Lease or Purchase of Minor Equipment

Computer Accessories  
 Copier lease

\$0	\$0	\$500	\$500
\$1,146	\$1,146		\$2,292
\$1,146	\$1,146	\$500	\$2,792

C. Equipment

Depreciation expense-computers  
 Depreciation expense-FF&E  
 Computer repair & maintenance  
 Software (Anti-virus, PLATO, etc.)  
 Equipment maintenance/repairs

\$109	\$458		\$567
\$633	\$272		\$905
\$0	\$0	\$1,000	\$1,000
\$150	\$2,150		\$2,300
\$500	\$500		\$1,000
\$1,392	\$3,380	\$1,000	\$5,772

D. Consumable Supplies (all costs reduced 25%-50%)

Educational Materials

	\$2,600	\$1,500	\$4,100
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RFP#: 12-DCYFDJJS-SHC-05  
 Provider Name: NFI North  
 Program Name: Midway Shelter

SFY13 (7/1/12-6/30/13)				
	Division Residential	Division Educational	Contractor Match	TOTAL
Program supplies	\$2,500		\$1,500	\$4,000
Household materials	\$3,850	\$1,650		\$5,500
Medicine/Pharmacy (OTCs, first aid supplies)	\$385	\$165		\$550
Clothing	\$1,000		\$2,000	\$3,000
Office supplies	\$2,800	\$1,200		\$4,000
Postage	\$420	\$180		\$600
	\$10,955	\$5,795	\$5,000	\$21,750
<b>E. Food</b>				
Food	\$10,500	\$4,500	\$25,000	\$40,000
	\$10,500	\$4,500	\$25,000	\$40,000
** Match includes USDA funds, Surplus distribution, and NH Food Bank				
<b>F. Travel</b>				
Staff mileage - cost for staff mileage related to training, transporting clients, meetings, etc.	\$2,430	\$270		\$2,700
	\$2,430	\$270	\$0	\$2,700
<b>G. Transportation</b>				
Vehicle Registration	\$700	\$700		\$1,400
Gas & Oil, 2 vans: \$200/mnth each	\$3,000	\$3,000		\$6,000
Vehicle Insurance	\$1,511	\$1,511		\$3,022
Vehicle Depreciation	\$5,860	\$5,860		\$11,720
Vehicle repair & maintenance	\$1,000	\$1,000		\$2,000
	\$12,071	\$12,071	\$0	\$24,142
<b>H. Telephone</b>				
Local Service	\$840	\$360	\$1,200	\$2,400
Long distance service	\$1,820	\$780	\$1,200	\$3,800
Wireless	\$315	\$135	\$1,000	\$1,450
ISP connection	\$280	\$120	\$600	\$1,000
	\$3,255	\$1,395	\$4,000	\$8,650
*In-kind includes e-rate funding				
<b>I. Other Costs</b>				
Staff Background Checks	\$483	\$207	\$0	\$690
Client Allowance	\$1,500	\$0	\$0	\$1,500
Client Activities	\$1,500	\$1,500	\$4,000	\$7,000
Recruiting/Help wanted advertising	\$1,050	\$450	\$0	\$1,500
Dues/Subscriptions/Memberships	\$150	\$150	\$0	\$300
Licenses/Permits/Fees	\$250	\$250	\$0	\$500
Insurance (Package premium for liability, umbrella, etc)	\$5,778	\$2,478	\$0	\$8,252
Unfunded costs	-\$22,984	-\$6,191		-\$29,175
	-\$12,275	-\$1,158	\$4,000	-\$9,433
*Client activities subsidized by fundraising and contributions				
<b>J. Indirect Cost</b>				
Administrative Overhead	\$89,852	\$30,730	\$13,276	\$183,796
9.9% of program costs charged to the Department				
<b>GRAND TOTAL</b>	<b>\$997,448</b>	<b>\$341,130</b>	<b>\$108,109</b>	<b>\$1,496,624</b>
<b>III. Cost Proposal Summary</b>				
<b>A. Units of Service</b>				
Number of Beds	15	15		
Capacity @ 95%	14.25	14.25		
Days in Program Year	365	365		
Program Units of Service (# of Beds x Program Days)	5,201.3	5,201.3		
<b>B. Provide the per child per day rate for each child participating in the program</b>				
FY11 Rate Request	\$ 191.77	\$ 65.59	\$	257.36

Contractor Initials: PD  
 Date: 7/5/12

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

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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

May 11, 2011

G&C Approved

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

Date 6/22/11  
Item # 249

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Children, Youth and Families and Division for Juvenile Justice Services to enter into a contract with NFI North, Inc., Contoocook, New Hampshire (Vendor #177575 B001), in the amount of \$2,619,447.00 for the provision of a 15-bed male short-term staff secure shelter care facility known as Midway Shelter, located in Bradford, NH to be effective July 1, 2011 or date of Governor and Executive Council approval, whichever is later, through June 30, 2012.
2. Authorize the Department of Health and Human Services, Division for Children, Youth and Families and Division for Juvenile Justice Services to enter into a contract with NFI North, Inc., Contoocook, New Hampshire (Vendor #177575 B001), in the amount of \$2,619,447.00 for the provision of a 15-bed co-ed short-term staff secure shelter care facility known as North Country Shelter, located in Jefferson, NH to be effective July 1, 2011 or date of Governor and Executive Council approval, whichever comes later, through June 30, 2012.

Funds for both Requested Action 1 and Requested Action 2 are anticipated to be available in State Fiscal Years 2012 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:

05-95-40-403010-5855 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: CHILDREN AND YOUTH, SERV FOR CHILD AND FAMILIES, CHILD - FAMILY SERVICES

Shelter Facility	Class/Object	Title	Job Number	SFY 2012
Midway Shelter	533-500373	Foster Care Services	40130411	\$1,338,578.00
North Country Shelter	533-500373	Foster Care Services	40130411	\$1,280,869.00
<b>Total:</b>				<b>\$2,619,447.00</b>

The Bridges System will be used to process and monitor the payments. The New Hampshire First System will not be used to encumber these funds.

## EXPLANATION

The above requested actions represents two of three such agreements that help the Divisions remain in compliance with NH Chapter 201:16, Laws of 1990, which requires a minimum of 45 geographically distributed shelter care/detention beds, or an appropriate number thereof, based on a certificate of need formula as established in rules. These contracts are requested to ensure that State-mandated, court-ordered short-term staff secure shelter care services are provided to adolescents.

### A Description of Shelter Care Services

Shelter care service provides short-term residential care for adolescents in crisis that are awaiting further placement, evaluation, completion of a services plan, or court action. The youth are Children in Need of Services (CHINS), delinquent, abused, or neglected and have been court-ordered to this type of residential placement. Shelter care services are comprised of 24-hour per day residential care, with a staff-to-youth supervision ratio of 1:5 or lower. In this self-contained setting, youth participate in school, individual and group therapy and physical/recreational activities. They also receive some medical care.

Shelter care goals include: providing stability for youth by providing services that emphasize structure, ensures safety, and close supervision and containment; improving the youth's behavior through an effective behavioral management system based on their individual need; and maintaining the youth's connection to their family by facilitating contact between them and introducing concepts that promote healthy relationships.

The youth served are typically in a transitional phase, often being removed from their home for the first time while the Divisions are in the midst of identifying the youth's individual treatment and/or rehabilitation needs. Many youth, with proper structure and family support, will return to their homes, while others may go onto lengthier residential programs that provide more intensive therapeutic services. In addition, these services are sometimes used for youth who were in another residential placement and are transitioning their way back to home – with shelter care being a less intensive placement than their current one, and therefore a transitional step to ensure their successful return home. In yet other cases, shelter care may be needed for a youth that is transitioning from one residential placement to another, after treatment has revealed the need for a different therapeutic approach/residential setting, but for whom a bed at the next setting is not yet available.

### Competitive Bidding Process

On February 14, 2011, the Divisions issued a Request for Proposals for this program. The Request for Proposals was published on the Department of Health and Human Services website and the Divisions also announced the release of the Request for Proposals via a letter sent to 17 residential facilities statewide. As part of the bidding process an optional bidders conference was held on February 28, 2011 and representatives from three agencies attended. The Divisions received five proposals for a 15-bed shelter care facility. Bids were received from Lutheran Social Services of New England, NFI North, Inc. (2 proposals), Nashua Children's Home and Phoenix House.

The Request for Proposals included evaluation criteria that would best meet the Divisions' need in a cost efficient manner considered to be the most advantageous to the State. The Division formed an Evaluation Committee comprised of management and staff from the Division for Children, Youth and Families and the Division for Juvenile Justice Services. Committee members individually reviewed the proposals; out of 100 possible points NFI North – Midway Shelter's proposal scored an average of 83.8 points; NFI North – North Country Shelter proposal scored an average of 86.9 points; Lutheran Social Services of New England's proposal scored an average of 85.8 points; Phoenix House's proposal scored an average of 63.3 points; and Nashua Children's Home's proposal scored an average of 75.4 points. As a result, the Committee recommended awarding two agreements to NFI North Inc. for the provision of a 15-bed boys shelter at the Midway Shelter facility and a 15-bed co-ed shelter at the North Country Shelter facility. In addition, the Committee recommended awarding an agreement to Lutheran Social Services of New England for the provision of a 15-bed girls shelter at the Antrim Shelter facility.

This Request is for approval of agreements with NFI North, Inc. for the provision of shelter care services at the Midway Shelter and North Country Shelter facilities.

#### Agreement Terms

The NFI agreements include six program outcomes and eighteen performance measures and indicators to evaluate the quality of services provided by NFI and to determine whether program outcomes are being realized. The Divisions utilize periodic reporting, site visits, and standardized forms to document and verify NFI's performance. NFI North, Inc. has provided shelter care residential services for the past 20 years and has performed well; their performance is clearly supported by the data gathered thus far and feedback received from staff that work directly with the shelter, as well as from the youth and their parents served by NFI. During State Fiscal Year 2010, the agency served approximately 200 youth at the Midway Shelter and approximately 190 youth at the North Country Shelter.

The costs associated with the Divisions' shelter care facilities are identified as either residential, educational or a combination thereof. For youth served that are educationally coded, their respective legally liable school district (local education agency) is responsible for payment of the educational costs. The educational costs for youth that are not educationally coded are the responsibility of the Divisions. These agreements utilize a 95% occupancy ratio to achieve the per diem rate.

The agreements are for the provision of these services for one year and reserve the Division's right to renew them for up to five additional years based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Council approval. The agreement further includes a provision that allows the Division for Children, Youth and Families to cancel the contract with a 90-day written notice.

Geographic area served: Statewide.

Source of funds: Based on time studies conducted by NFI, 48% of the costs of the program are billable to Medicaid. For educationally coded youths, 26% Other Funds (billable to the local education agency), and 26% General Funds.

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

Respectfully submitted,



Maggie Bishop  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**Proposal Evaluation Summary**

**Evaluator Name: Average Scores**

**Shelter Care Residential Services for Adolescents in New Hampshire**

April 6, 2011

**Individual Evaluator Scores**

**NFI - North Country Shelter**

NC	NC	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
Average	Raw					

**1. General Evaluation Criteria (Up to 25 Points for each criteria - value 5% of total)**

		NC	NC	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	Conformity in form and format to instructions contained in the RFP	24.0	120.0	25.0	25.0	25.0	25.0	20.0
b	Completeness and execution in the proper manner	24.0	120.0	25.0	25.0	25.0	25.0	20.0
c	Demonstrated capacity of the agency to implement the program	24.0	120.0	25.0	25.0	25.0	25.0	20.0
d	Provision of the Contractor match, if any	19.8	99.0	15.0	20.0	19.0	23.0	20.0
<b>Sub Total</b>		<b>4.6</b>	<b>459.0</b>	<b>90.0</b>	<b>95.0</b>	<b>99.0</b>	<b>100.0</b>	<b>80.0</b>

**2. Experience (Up to 25 Points for each criteria - value 10% of total)**

		NC	NC	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The past experience of the Bidder in providing services to adolescent youths	24.0	120.0	25.0	25.0	25.0	25.0	20.0
b	Program management ability of the Bidder	24.0	120.0	25.0	25.0	25.0	25.0	20.0
c	Fiscal and staff resources of the Bidder	22.2	111.0	25.0	15.0	21.0	25.0	25.0
d	Ability to work within a community setting and with other agencies	22.0	110.0	20.0	20.0	20.0	25.0	25.0
<b>Sub Total</b>		<b>9.2</b>	<b>461.0</b>	<b>95.0</b>	<b>85.0</b>	<b>91.0</b>	<b>100.0</b>	<b>90.0</b>

**3. Program (Up to 25 Points for each criteria - value 25% of total)**

		NC	NC	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The extent to which the proposed program meets the program goals	24.0	120.0	25.0	25.0	25.0	25.0	20.0
b	The extent to which the program meets each of the specifications	23.0	115.0	25.0	25.0	25.0	20.0	20.0
c	The acceptability of the staffing plan, staff credentials and other resource specifications	23.0	115.0	25.0	25.0	20.0	25.0	20.0
d	The ability of the agency to provide qualitative and measurable outcome information	22.0	110.0	20.0	20.0	25.0	25.0	20.0
e	The acceptability of the Family Component	22.6	113.0	20.0	25.0	23.0	25.0	20.0
<b>Sub Total</b>		<b>28.7</b>	<b>573.0</b>	<b>115.0</b>	<b>120.0</b>	<b>118.0</b>	<b>120.0</b>	<b>100.0</b>

**4. Physical environment, safety, crisis management (Up to 25 pts for ea criteria - value 25%)**

		NC	NC	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The extent to which the Bidder addresses safety and containment of residents	22.0	110.0	20.0	20.0	25.0	25.0	20.0
b	The availability and physical enforment of the facility or the ability to obtain such a facility within the time allotted	21.2	106.0	25.0	20.0	21.0	20.0	20.0
c	Crisis support and intervention plan	23.0	115.0	25.0	20.0	25.0	25.0	20.0
<b>Sub Total</b>		<b>16.6</b>	<b>331.0</b>	<b>70.0</b>	<b>60.0</b>	<b>71.0</b>	<b>70.0</b>	<b>60.0</b>

**5. Cost and Resources (Up to 25 Points for each criteria - value 35% of total)**

		NC	NC	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The acceptability of the costs detailed in the budget	20.0	100.0	20.0	20.0	20.0	20.0	20.0
b	Total program costs	19.0	95.0	20.0	20.0	15.0	20.0	20.0
c	Additional sources of income to be applied to the project	20.6	103.0	15.0	20.0	23.0	25.0	20.0
d	Fundraising ability	20.0	100.0	20.0	20.0	15.0	25.0	20.0
<b>Sub Total</b>		<b>27.9</b>	<b>398.0</b>	<b>75.0</b>	<b>60.0</b>	<b>60.0</b>	<b>60.0</b>	<b>80.0</b>
<b>TOTAL</b>		<b>86.9</b>	<b>2222.0</b>	<b>445.0</b>	<b>360.0</b>	<b>374.0</b>	<b>390.0</b>	<b>410.0</b>

**EVALUATION COMMITTEE BACKGROUND**

Baerbel Wills: Contract Specialist, DCYF; fiscal focus as it pertains to DCYF contract and grants management  
 Timothy McAvoy: Financial Analyst, DCYF Bureau of Administrative Operations; DCYF rate setter and fiscal analyst.  
 Jen Hamilton: DJJS; Juvenile Parole & Probation Officer  
 Kathy Talbot: DJJS; Residential Program Specialist  
 David Ball: DJJS; Administrator

**Proposal Evaluation Summary**

**Evaluator Name: Average Scores**

**Shelter Care Residential Services for Adolescents in New Hampshire**

April 6, 2011

				Individual Evaluator Scores				
				NEI - Midway Shelter				
		Midway	Midway	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
		Average	Raw					
<b>1. General Evaluation Criteria (Up to 25 Points for each criteria - value 5% of total)</b>								
a	Conformity in form and format to instructions contained in the RFP	24.0	120.0	25.0	25.0	25.0	25.0	20.0
b	Completeness and execution in the proper manner	21.0	105.0	20.0	20.0	20.0	25.0	20.0
c	Demonstrated capacity of the agency to implement the program	23.2	116.0	25.0	25.0	21.0	25.0	20.0
d	Provision of the Contractor match, if any	20.0	100.0	15.0	20.0	25.0	20.0	20.0
<b>Sub Total</b>		<b>4.4</b>	<b>441.0</b>	<b>25.0</b>	<b>20.0</b>	<b>21.0</b>	<b>25.0</b>	<b>20.0</b>
<b>2. Experience (Up to 25 Points for each criteria - value 10% of total)</b>								
a	The past experience of the Bidder in providing services to adolescent youths	24.0	120.0	25.0	25.0	25.0	25.0	20.0
b	Program management ability of the Bidder	23.0	115.0	25.0	25.0	20.0	25.0	20.0
c	Fiscal and staff resources of the Bidder	21.6	108.0	25.0	35.0	21.0	25.0	20.0
d	Ability to work within a community setting and with other agencies	21.0	105.0	20.0	20.0	20.0	25.0	20.0
<b>Sub Total</b>		<b>9.0</b>	<b>448.0</b>	<b>25.0</b>	<b>25.0</b>	<b>21.0</b>	<b>25.0</b>	<b>20.0</b>
<b>3. Program (Up to 25 Points for each criteria - value 25% of total)</b>								
a	The extent to which the proposed program meets the program goals	24.0	120.0	25.0	25.0	25.0	25.0	20.0
b	The extent to which the program meets each of the specifications	23.0	115.0	25.0	25.0	25.0	20.0	20.0
c	The acceptability of the staffing plan, staff credentials and other resource specifications	22.0	110.0	25.0	25.0	20.0	20.0	20.0
d	The ability of the agency to provide qualitative and measurable outcome information	22.0	110.0	20.0	20.0	25.0	25.0	20.0
e	The acceptability of the Family Component	21.6	108.0	20.0	25.0	21.0	20.0	20.0
<b>Sub Total</b>		<b>28.2</b>	<b>563.0</b>	<b>25.0</b>	<b>20.0</b>	<b>21.0</b>	<b>25.0</b>	<b>20.0</b>
<b>4. Physical environment, safety, crisis management (Up to 25 pts for ea criteria - value 25%)</b>								
a	The extent to which the Bidder addresses safety and containment of residents	21.0	105.0	20.0	20.0	25.0	20.0	20.0
b	The availability and physical environment of the facility or the ability to obtain such a facility within the time allotted	22.0	110.0	20.0	20.0	25.0	25.0	20.0
c	Crisis support and intervention plan	18.8	94.0	25.0	20.0	19.0	20.0	10.0
<b>Sub Total</b>		<b>15.5</b>	<b>309.0</b>	<b>25.0</b>	<b>20.0</b>	<b>25.0</b>	<b>25.0</b>	<b>20.0</b>
<b>5. Cost and Resources (Up to 25 Points for each criteria - value 35% of total)</b>								
a	The acceptability of the costs detailed in the budget	19.0	95.0	20.0	20.0	15.0	20.0	20.0
b	Total program costs	20.0	100.0	20.0	20.0	20.0	20.0	20.0
c	Additional sources of income to be applied to the project	19.0	95.0	15.0	20.0	20.0	20.0	20.0
d	Fundraising ability	18.6	93.0	20.0	20.0	18.0	15.0	20.0
<b>Sub Total</b>		<b>26.8</b>	<b>383.0</b>	<b>25.0</b>	<b>20.0</b>	<b>20.0</b>	<b>20.0</b>	<b>20.0</b>
<b>TOTAL</b>		<b>83.8</b>	<b>2144.0</b>	<b>435.0</b>	<b>355.0</b>	<b>366.0</b>	<b>370.0</b>	<b>390.0</b>

**EVALUATION COMMITTEE BACKGROUND**

Baerbel Wills: Contract Specialist, DCYF; fiscal focus as it pertains to DCYF contract and grants management  
 Timothy McAvoy: Financial Analyst, DCYF Bureau of Administrative Operations; DCYF rate setter and fiscal analyst.  
 Jen Hamilton: DJJS; Juvenile Parole & Probation Officer  
 Kathy Talbot: DJJS; Residential Program Specialist  
 David Ball: DJJS; Administrator

**Proposal Evaluation Summary**

**Evaluator Name: Average Scores**

**Shelter Care Residential Services for Adolescents in New Hampshire**

April 6, 2011

			Individual Evaluator Scores						
			Lutheran Social Services - Antrim Steiner						
			LSS	LSS	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
			Average	Raw					
<b>1. General Evaluation Criteria (Up to 25 Points for each criteria - value 5% of total)</b>									
a	Conformity in form and format to instructions contained in the RFP	22.6	113.0	25.0	20.0	23.0	25.0	20.0	
b	Completeness and execution in the proper manner	21.6	108.0	20.0	25.0	23.0	25.0	15.0	
c	Demonstrated capacity of the agency to implement the program	23.0	115.0	25.0	20.0	25.0	25.0	20.0	
d	Provision of the Contractor match, if any	22.0	110.0	20.0	25.0	25.0	20.0	20.0	
<b>Sub Total</b>			<b>4.5</b>	<b>446.0</b>	<b>90.0</b>	<b>90.0</b>	<b>96.0</b>	<b>95.0</b>	<b>75.0</b>
<b>2. Experience (Up to 25 Points for each criteria - value 10% of total)</b>									
a	The past experience of the Bidder in providing services to adolescent youths	23.0	115.0	25.0	25.0	20.0	25.0	20.0	
b	Program management ability of the Bidder	24.0	120.0	25.0	25.0	25.0	25.0	20.0	
c	Fiscal and staff resources of the Bidder	23.0	115.0	25.0	20.0	25.0	25.0	20.0	
d	Ability to work within a community setting and with other agencies	22.0	110.0	25.0	20.0	20.0	25.0	20.0	
<b>Sub Total</b>			<b>9.2</b>	<b>460.0</b>	<b>100.0</b>	<b>90.0</b>	<b>100.0</b>	<b>100.0</b>	<b>80.0</b>
<b>3. Program (Up to 25 Points for each criteria - value 25% of total)</b>									
a	The extent to which the proposed program meets the program goals	21.4	107.0	22.0	25.0	25.0	20.0	15.0	
b	The extent to which the program meets each of the specifications	18.6	93.0	18.0	20.0	20.0	20.0	15.0	
c	The acceptability of the staffing plan, staff credentials and other resource specifications	22.0	110.0	20.0	25.0	20.0	25.0	20.0	
d	The ability of the agency to provide qualitative and measurable outcome information	22.0	110.0	20.0	20.0	25.0	25.0	20.0	
e	The acceptability of the Family Component	19.2	96.0	15.0	25.0	21.0	15.0	20.0	
<b>Sub Total</b>			<b>25.8</b>	<b>516.0</b>	<b>95.0</b>	<b>115.0</b>	<b>110.0</b>	<b>105.0</b>	<b>90.0</b>
<b>4. Physical environment, safety, crisis management (Up to 25 pts for ea criteria - value 25%)</b>									
a	The extent to which the Bidder addresses safety and containment of residents	21.0	105.0	20.0	20.0	20.0	25.0	20.0	
b	The availability and physical enironment of the facility or the ability to obtain such a facility within the time allotted	21.6	108.0	25.0	20.0	25.0	23.0	15.0	
c	Crisis support and intervention plan	21.0	105.0	20.0	20.0	20.0	25.0	20.0	
<b>Sub Total</b>			<b>15.9</b>	<b>318.0</b>	<b>65.0</b>	<b>60.0</b>	<b>65.0</b>	<b>74.0</b>	<b>55.0</b>
<b>5. Cost and Resources (Up to 25 Points for each criteria - value 35% of total)</b>									
a	The acceptability of the costs detailed in the budget	21.0	105.0	20.0	20.0	20.0	25.0	20.0	
b	Total program costs	21.4	107.0	20.0	20.0	24.0	23.0	20.0	
c	Additional sources of income to be applied to the project	21.6	108.0	25.0	20.0	20.0	23.0	20.0	
d	Fundraising ability	23.0	115.0	25.0	25.0	20.0	25.0	20.0	
<b>Sub Total</b>			<b>30.5</b>	<b>435.0</b>	<b>90.0</b>	<b>85.0</b>	<b>84.0</b>	<b>96.0</b>	<b>80.0</b>
<b>TOTAL</b>			<b>85.8</b>	<b>2175.0</b>	<b>440.0</b>	<b>440.0</b>	<b>446.0</b>	<b>469.0</b>	<b>380.0</b>

**EVALUATION COMMITTEE BACKGROUND**

Baerbel Wills: Contract Specialist, DCYF; fiscal focus as it pertains to DCYF contract and grants management  
 Timothy McAvoy: Financial Analyst, DCYF Bureau of Administrative Operations; DCYF rate setter and fiscal analyst.  
 Jen Hamilton: DJJS; Juvenile Parole & Probation Officer  
 Kathy Talbot: DJJS; Residential Program Specialist  
 David Ball: DJJS; Administrator

**Proposal Evaluation Summary**

**Evaluator Name: Average Scores**

**Shelter Care Residential Services for Adolescents in New Hampshire**

April 6, 2011

**Individual Evaluator Scores**

**Phoenix House**

Phoenix	Phoenix	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
Average	Raw					

**1. General Evaluation Criteria (Up to 25 Points for each criteria - value 5% of total)**

		Phoenix	Phoenix	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	Conformity in form and format to instructions contained in the RFP	21.0	105.0	20.0	25.0	20.0	20.0	20.0
b	Completeness and execution in the proper manner	16.0	80.0	20.0	15.0	15.0	15.0	15.0
c	Demonstrated capacity of the agency to implement the program	18.0	90.0	25.0	20.0	15.0	15.0	15.0
d	Provision of the Contractor match, if any	12.8	64.0	5.0	15.0	14.0	15.0	25.0
<b>Sub Total</b>		<b>3.4</b>	<b>339.0</b>	<b>70.0</b>	<b>75.0</b>	<b>64.0</b>	<b>65.0</b>	<b>65.0</b>

**2. Experience (Up to 25 Points for each criteria - value 10% of total)**

		Phoenix	Phoenix	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The past experience of the Bidder in providing services to adolescent youths	23.0	115.0	25.0	25.0	25.0	20.0	20.0
b	Program management ability of the Bidder	19.0	95.0	20.0	25.0	15.0	20.0	15.0
c	Fiscal and staff resources of the Bidder	17.4	87.0	25.0	20.0	12.0	15.0	15.0
d	Ability to work within a community setting and with other agencies	18.0	90.0	20.0	20.0	15.0	20.0	15.0
<b>Sub Total</b>		<b>7.7</b>	<b>387.0</b>	<b>90.0</b>	<b>90.0</b>	<b>67.0</b>	<b>75.0</b>	<b>65.0</b>

**3. Program (Up to 25 Points for each criteria - value 25% of total)**

		Phoenix	Phoenix	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The extent to which the proposed program meets the program goals	19.0	95.0	25.0	20.0	15.0	15.0	20.0
b	The extent to which the program meets each of the specifications	18.0	90.0	25.0	20.0	15.0	15.0	15.0
c	The acceptability of the staffing plan, staff credentials and other resource specifications	17.0	85.0	20.0	20.0	25.0	15.0	15.0
d	The ability of the agency to provide qualitative and measurable outcome information	18.0	90.0	20.0	20.0	15.0	15.0	20.0
e	The acceptability of the Family Component	22.0	110.0	25.0	25.0	20.0	20.0	20.0
<b>Sub Total</b>		<b>23.5</b>	<b>470.0</b>	<b>175.0</b>	<b>165.0</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>

**4. Physical environment, safety, crisis management (Up to 25 pts for ea criteria - value 25%)**

		Phoenix	Phoenix	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The extent to which the Bidder addresses safety and containment of residents	18.0	90.0	20.0	15.0	20.0	15.0	20.0
b	The availability and physical environment of the facility or the ability to obtain such a facility within the time allotted	14.0	70.0	20.0	15.0	15.0	10.0	10.0
c	Crisis support and intervention plan	18.4	92.0	25.0	15.0	17.0	15.0	20.0
<b>Sub Total</b>		<b>12.6</b>	<b>252.0</b>	<b>65.0</b>	<b>45.0</b>	<b>52.0</b>	<b>40.0</b>	<b>50.0</b>

**5. Cost and Resources (Up to 25 Points for each criteria - value 35% of total)**

		Phoenix	Phoenix	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
a	The acceptability of the costs detailed in the budget	13.0	65.0	20.0	20.0	5.0	5.0	15.0
b	Total program costs	14.0	70.0	20.0	20.0	10.0	5.0	15.0
c	Additional sources of income to be applied to the project	8.8	44.0	5.0	15.0	4.0	5.0	15.0
d	Fundraising ability	10.0	50.0	15.0	15.0	5.0	0.0	15.0
<b>Sub Total</b>		<b>16.0</b>	<b>229.0</b>	<b>60.0</b>	<b>70.0</b>	<b>24.0</b>	<b>15.0</b>	<b>60.0</b>
<b>TOTAL</b>		<b>63.3</b>	<b>1677.0</b>	<b>400.0</b>	<b>385.0</b>	<b>287.0</b>	<b>275.0</b>	<b>330.0</b>

**EVALUATION COMMITTEE BACKGROUND**

Baerbel Wills: Contract Specialist, DCYF; fiscal focus as it pertains to DCYF contract and grants management  
 Timothy McAvoy: Financial Analyst, DCYF Bureau of Administrative Operations; DCYF rate setter and fiscal analyst.  
 Jen Hamilton: DJJS; Juvenile Parole & Probation Officer  
 Kathy Talbot: DJJS; Residential Program Specialist  
 David Ball: DJJS; Administrator

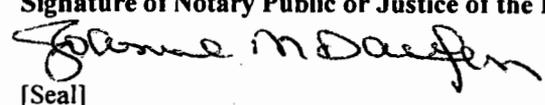
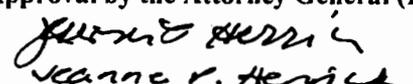
Subject: Shelter Care Residential Services for Adolescents: Midway Shelter

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division for Children, Youth and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> NFI North, Inc.		<b>1.4 Contractor Address</b> PO Box 417 40 Park Lane Contoocook, NH 03229	
<b>1.5 Contractor Phone Number</b> 603-224-8111	<b>1.6 Account Number</b> 10-040-58550000-533-500373	<b>1.7 Completion Date</b> 6/30/2012	<b>1.8 Price Limitation</b> \$1,338,578.00
<b>1.9 Contracting Officer for State Agency</b> Baerbel Wills		<b>1.10 State Agency Telephone Number</b> 603-271-0945	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Paul Dann, PhD Executive Director	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Merrimack</u></b> On <u>May 10, 2011</u> , before 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 he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Joanne M. Daufer Office Manager			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maggie Bishop, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/10/2011</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**Proposal Evaluation Summary**

**Evaluator Name: Average Scores**

**Shelter Care Residential Services for Adolescents in New Hampshire**

April 6, 2011

**Individual Evaluator Scores**

**Nashua Children's Home**

	Nashua	Nashua	Baerbel Wills	Tim McAvoy	Jen Hamilton	Kathy Talbot	David Ball
	Average	Raw					

**1. General Evaluation Criteria (Up to 25 Points for each criteria - value 5% of total)**

a	Conformity in form and format to instructions contained in the RFP	19.4	97.0	22.0	15.0	20.0	20.0	20.0
b	Completeness and execution in the proper manner	18.0	90.0	25.0	20.0	15.0	15.0	15.0
c	Demonstrated capacity of the agency to implement the program	17.0	85.0	15.0	15.0	20.0	15.0	20.0
d	Provision of the Contractor match, if any	20.8	104.0	20.0	25.0	19.0	20.0	20.0
<b>Sub Total</b>		<b>3.8</b>	<b>376.0</b>	<b>20.0</b>	<b>25.0</b>	<b>19.0</b>	<b>20.0</b>	<b>20.0</b>

**2. Experience (Up to 25 Points for each criteria - value 10% of total)**

a	The past experience of the Bidder in providing services to adolescent youths	21.0	105.0	25.0	25.0	15.0	20.0	20.0
b	Program management ability of the Bidder	20.2	101.0	20.0	25.0	21.0	20.0	15.0
c	Fiscal and staff resources of the Bidder	16.0	80.0	20.0	20.0	15.0	5.0	10.0
d	Ability to work within a community setting and with other agencies	20.6	103.0	20.0	20.0	20.0	20.0	20.0
<b>Sub Total</b>		<b>7.8</b>	<b>389.0</b>	<b>20.0</b>	<b>20.0</b>	<b>20.0</b>	<b>20.0</b>	<b>20.0</b>

**3. Program (Up to 25 Points for each criteria - value 25% of total)**

a	The extent to which the proposed program meets the program goals	14.0	70.0	20.0	15.0	10.0	15.0	15.0
b	The extent to which the program meets each of the specifications	16.0	80.0	15.0	15.0	15.0	15.0	20.0
c	The acceptability of the staffing plan, staff credentials and other resource specifications	16.8	84.0	20.0	20.0	19.0	20.0	20.0
d	The ability of the agency to provide qualitative and measurable outcome information	19.0	95.0	20.0	20.0	15.0	20.0	20.0
e	The acceptability of the Family Component	19.0	95.0	20.0	20.0	10.0	20.0	20.0
<b>Sub Total</b>		<b>21.2</b>	<b>424.0</b>	<b>20.0</b>	<b>20.0</b>	<b>19.0</b>	<b>20.0</b>	<b>20.0</b>

**4. Physical environment, safety, crisis management (Up to 25 pts for ea criteria - value 25%)**

a	The extent to which the Bidder addresses safety and containment of residents	19.0	95.0	20.0	20.0	20.0	20.0	15.0
b	The availability and physical environment of the facility or the ability to obtain such a facility within the time allotted	18.0	90.0	20.0	25.0	15.0	15.0	15.0
c	Crisis support and intervention plan	17.8	89.0	15.0	15.0	19.0	20.0	20.0
<b>Sub Total</b>		<b>13.7</b>	<b>274.0</b>	<b>20.0</b>	<b>20.0</b>	<b>19.0</b>	<b>20.0</b>	<b>20.0</b>

**5. Cost and Resources (Up to 25 Points for each criteria - value 35% of total)**

a	The acceptability of the costs detailed in the budget	17.0	85.0	15.0	20.0	10.0	20.0	20.0
b	Total program costs	22.0	110.0	20.0	25.0	20.0	25.0	20.0
c	Additional sources of income to be applied to the project	22.0	110.0	25.0	25.0	25.0	15.0	20.0
d	Fundraising ability	21.6	108.0	25.0	20.0	18.0	25.0	20.0
<b>Sub Total</b>		<b>28.9</b>	<b>413.0</b>	<b>25.0</b>	<b>20.0</b>	<b>18.0</b>	<b>25.0</b>	<b>20.0</b>
<b>TOTAL</b>		<b>75.4</b>	<b>1876.0</b>	<b>395.0</b>	<b>405.0</b>	<b>341.0</b>	<b>365.0</b>	<b>370.0</b>

**EVALUATION COMMITTEE BACKGROUND**

Baerbel Wills: Contract Specialist, DCYF; fiscal focus as it pertains to DCYF contract and grants management  
 Timothy McAvoy: Financial Analyst, DCYF Bureau of Administrative Operations; DCYF rate setter and fiscal analyst.  
 Jen Hamilton: DJJS; Juvenile Parole & Probation Officer  
 Kathy Talbot: DJJS; Residential Program Specialist  
 David Ball: DJJS; Administrator

**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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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.

**EXHIBIT A**  
**SCOPE OF SERVICES**

DATE: May 2, 2011

CONTRACT PROJECT: Shelter Care Residential Services for Adolescents in NH

CONTRACT PERIOD: July 1, 2011 to June 30, 2012

CONTRACTOR NAME: NFI North Inc. – Midway Shelter

ADDRESS: 40 Park Lane  
Contoocook, NH 03229

PROGRAM/EXEC. DIRECTOR: Paul Dann

TELEPHONE: 603-746-7550

FAX: 603-746-7544

E-MAIL: PaulDann@nafi.com

**1. Provisions Applicable To All Services**

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated.
- 1.2 The Contractor agrees to use reasonable efforts to apply for appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.
- 1.3 The Contractor shall provide the list of services articulated below and further described in Exhibit A-1 (Response to Specifications, RFP #12-DCYFDJJS-SHC-05) of this Agreement. If a conflict exists between Exhibit A and Exhibit A-1, then Exhibit A shall prevail.

**2. Program Goals**

- 2.1 To provide quality staff-secure residential services for adolescents, on a short-term basis, and in accordance with applicable state and federal rules, certifications, and licensure requirements.
- 2.2 To receive adolescents into care with a user-friendly admission process that responds immediately to the needs of the Division's referring staff and ensures that critical information pertaining to each adolescent is obtained as quickly as possible.

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- 2.3 To ensure that adolescents experience stability during their stay, by providing services that emphasize structure, ensures safety, close supervision and containment.
- 2.4 To improve adolescents' behavior by providing an effective behavioral management system based on individual needs.
- 2.5 To support the long-term well being of each resident, by assisting the Division with the development of permanency or appropriate discharge planning, as associated with each resident's stay.
- 2.6 To ensure each resident's ability to maintain a connection to their family or caretaker, as authorized by Division staff, by facilitating contact between residents and family and introducing concepts that promote healthy relationships.

3. Population Served

- 3.1 The program will be limited to serving New Hampshire youth, aged 11 to 18, with a New Hampshire DCYF referral, or are a Child in Need of Service (CHINS) or are delinquent, and that have a valid court order for the service.
- 3.2 The youths served may have special academic needs, since many have been coded educationally disabled.
- 3.3 The program is not designed or expected to serve the following populations:
  - a. Actively suicidal referrals such that the youth's capacity to participate in the program is impaired and that their safety within the program may be compromised. This determination will be made by a qualified mental health professional, or a staff member of a mental health facility;
  - b. Intoxicated or under the influence of illegal or non-prescription drugs, or suffering from overuse of a prescribed drug such that a potential medical emergency exists;
  - c. Psychotic or suffering from emotional disorders or chronic mental illness such that the youth's capacity to participate in the program is impaired;
  - d. Physically assaultive to a degree which would endanger the safety of program residents or staff; or
  - e. Previously convicted or currently charged with the crime of arson (RSA 634:1), or have a history of fire setting such that the safety of the program, residents and staff may be immediately endangered.

4. Admissions Process

Subject to the discretion of the Division, referrals for admission will be made through the Intake Coordinator, or designee, at the Youth Detention Services Unit, of the Department of Health and Human Services in Manchester, N.H. The contractor(s) and the Division will jointly develop written admissions procedures and criteria.

5. Services to be Provided

5.1 Operational Information:

- a. The Contractor must operate the shelter care facility program 24 hours a day, 365 days per year.
- b. With the exception of medical care or specific assessment professionals, the program will be self-contained and will address the needs of the residents on-site.
- c. The program is intended to serve youth for a maximum of 60 days; recent experience has been that the average length of stay ranges from 20 to 30 days.

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- d. Referrals will generally be for youth in need of services that assist the youths to avoid the need for further placement, or while awaiting further placement, or for reunification with a family member, evaluation, completion of a service plan, or an additional court order.
- e. The program shall be staff-secure (He-C 6350.20(a)), providing high amounts of structure, containment and supervision to the youth. The milieu shall be therapeutic, promoting responsibility, personal growth and positive changes in the behavior of residents.
- f. This facility shall meet all of the requirements of a Shelter Care Facility as defined in He-C6350 "Certification For Payment Standards For Residential Facilities." The program design will target a short-term model of service delivery that provides rehabilitative services that meet the requirements identified in He-6420 "Medicaid Covered Services In Residential Facilities." In addition to these requirements, the Contractor shall be required to conduct a psychosocial assessment and develop a treatment plan within 10 business days of the youth's admission to the program, as well as conduct additional assessments that may be included in the youth's court order.
- g. The short-term services in the program shall address the following behaviors and issues, but not be limited to:
  - i. chronic running away;
  - ii. substance abuse;
  - iii. physically acting out;
  - iv. sexual acting-out;
  - v. suicidal gesturing;
  - vi. family conflict;
  - vii. anti-social behavior; and
  - viii. educational issues.

5.2 Clinical. The clinical component shall provide group and individual counseling that is driven by each resident's treatment plan. Substance abuse counseling and/or education must be provided for each resident, as appropriate. The facility will employ, at a minimum, 1/2 day per week consultation services from a clinician and/or a prescribing practitioner licensed as a health care professional with the NH Board of Mental Health Practice.

- a. The facility shall demonstrate in their proposal that they have the ability to complete the following evaluations, whether through their own staff or a Division approved sub-contractor relationship:
  - i. Alcohol or drug abuse evaluation performed by a staff member who meets the qualifications identified in He-C 6344.
  - ii. Diagnostic Evaluation performed by a staff member who meets the qualifications identified in He-C 6344.
- b. The Contractor shall submit a plan to complete evaluations based of the following guidelines:
  - i. Evaluations shall only be conducted on adjudicated residents, identified by the Division's referring staff as in need of this service.
  - ii. Evaluations shall be completed within a 21 to 30 calendar day time-frame. The time frame for completing evaluations begins on the day of admission.
  - iii. Evaluations are complete when the written document has been mailed to the Division's referring staff.
- c. Alcohol or Drug Abuse Evaluations, at a minimum, shall contain the following information per Policy 75(a) "Alcohol and Drug Abuse Individual Outpatient Counseling Services":
  - i. the reasons for referral;
  - ii. problem identification including social, mental and medical causes;

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- iii. psychological and social history;
  - iv. strengths of the client and, when appropriate, the family;
  - v. degree of danger to self or others;
  - vi. history and present level of risk for abuse or neglect;
  - vii. history and present level of substance abuse;
  - viii. history of mental illness and present mental health condition, including diagnosis, presenting symptoms, and the severity of risk for children; and
  - ix. professional impressions and treatment recommendations.
- Diagnostic Evaluations at a minimum shall contain the following information per Policy 75(c) "Diagnostic Evaluation Services":
- i. reasons for referral;
  - ii. problem identification including history of present illness;
  - iii. family and social history;
  - iv. current mental status examination;
  - v. presentation and behavior;
  - vi. psychological testing, interpretation and diagnosis, if appropriate and if testing has not been done within one year, or if the testing is required for a second opinion by the court or the Division;
  - vii. psychiatric or substance abuse diagnosis;
  - viii. the severity of the disease, if applicable and its presenting symptoms;
  - ix. dates and significant details of sessions;
  - x. clinical impressions;
  - xi. conclusions and treatment recommendations; and
  - xii. evaluator's name, signature, and date of report.

5.3 Family Component. The program shall incorporate a family-centered focus that is reflected in the program's milieu. The facility shall have a family component that emphasizes on-site services. The primary focus will be that the program's philosophy endorses a family-centered model. It is expected that the program shall, at a minimum, provide the following services to families:

- a. supportive system of verbal and written communication with families;
- b. flexible visiting hours;
- c. supervised visitation at the family's convenience;
- d. supportive services that promote family reunification when identified by the Division's referring staff;
- d. services and activities that promote family involvement at the facility from intake to discharge;
- e. parental education and family counseling;
- f. facilitate and supervise telephone communication between residents and family members; and
- g. be available by telephone to respond to family members' routine inquiries on nights, weekends, and during resident home visits.

5.4 Medical

- a. The medical component will, at a minimum, include nursing coverage in order to assist staff in the administration and monitoring of medication.
- b. Minimally, it is expected that the Contractor shall secure the services of a registered nurse, or unless an alternative medical staffing plan is approved by the Division, for a minimum of 2 hours daily.
- c. The medical provider(s) shall conduct health care assessments with all new admissions, sick call and oversee the administration of medications. They will also establish safeguards through training staff on medication administration, monitoring and storage.
- d. Youth due for a medical examination through the Child Health Assurance Program (CHAP) in accordance with He-W 504.10 will receive this service within 30 days of admission.
- e. The Contractor shall also have to comply with all of the other health care requirements in the Standards.

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- f. The Contractor shall have reasonable access to the services of licensed health practitioners and dentists, including emergency services.
  - g. The Contractor will not bear the cost of medical services authorized by the Division and provided outside the facility, except for sub-contracted assessments, if any.
- 5.5 Recreation. The recreational component will be part of the daily schedule including a variety of highly structured and supervised activities. This shall include gender specific and age appropriate activities. Since containment and supervision of residents is an issue, it is expected that the Shelter will establish a number of on-site recreational, athletic and leisure activities. Activities in the community shall only be conducted when it is determined that the residents can be provided with high levels of supervision and support.
- 5.6 Education
- a. The educational component shall provide academic programming for each youth that meet the standards set by the New Hampshire Department of Education (DOE) for education services, specifically RSA 186:11, XXIX and Ed 1100, RSA 21-N:9,11, and Ed 400. The primary focus will be working with the youth's home school to ensure that there remains continuity in their education.
  - b. The educational program may operate a traditional school year (ten months) with a two-month summer program. The need of any youth whose individual education plan calls for a summer program will be met.
  - c. If any youth is coded educationally disabled, the shelter care program shall comply with the procedures outlined by DOE for notification of the sending school district and provision of educational services in accordance with the James O. consent decree.
  - d. The educational component must also comply with the applicable requirements identified in He-C6350.20. The Contractor shall work with the Division, in conjunction with DOE, to determine the portion of the annual budget that is for educational services.
  - e. The Contractor shall comply with the provisions set by the State of New Hampshire regarding the standards for approval for private facilities and other non-district programs and the requirements to comply with the provisions of the James O. consent decree.
  - f. In addition, the Contractor's educational staff shall provide the Division with copies of the documentation required in He-C 6350.12(f)-(h). The Contractor shall be required to provide the final educational discharge summary to the Juvenile Probation and Parole Officer (JPPO)/Child Protective Services Worker (CPSW) the day of discharge from the Shelter. The information will be used to draw the Division's attention to educational implications that may factor into the youth's ability to function in their local school setting.
  - g. It shall only be provided for non-coded, adjudicated residents, identified by the Division's referring staff as in need of this service.
  - h. The facility must be eligible to receive Title I, Part D funding.
- 5.7 Transportation.
- a. The transportation component shall include transportation to/from:
    - i. local medical, dental or behavioral health related appointments;
    - ii. Division-authorized home visits;
    - iii. Division-authorized court appearances; and
    - iv. for any transportation required as part of the Contractor's recreation and school component.
  - b. The Contractor is not expected to provide transportation to other facilities.
  - c. The Contractor shall ensure that any vehicle used for transportation of residents will be properly registered and insured, and that the driver must hold a driver's license valid in the State of New Hampshire and also be insured.

6. Discharge Procedures

It is expected that residents will be discharged in accordance with the plan devised by the Division's referring staff. Any other discharges must fall within the criteria, which would exclude a resident from participation in the program (see population served).

- 6.1 The Contractor shall promptly notify the Division's referring staff of the decision to discharge a resident from the program. The discharge will not occur until after 48 hours of notifying the Division's referring staff during the week, or until after 72 hours of notifying the Division's referring staff on a weekend.
- 6.2 For all discharges initiated by the Contractor under the above provision, a discharge summary will be submitted to the Residential Program Specialist, with a copy to the Division's referring staff. This summary will be submitted within 5 working days of the discharge.
- 6.3 For residents that complete the program and are planned discharges by the Division, the Contractor must comply with the discharge process identified in He-C 6350.12(f)-(h), provide the discharge summary to the JPPO/CPSW on the day of the discharge, and forward a current copy of the Child's Information Form to the next placement.
- 6.4 In the case of a runaway, the Contractor will not hold a bed unless otherwise authorized by the JPPO/CPSW. The provider authorization will be closed on the day the adolescent runs away. The provider will be paid for the day the adolescent leaves the facility.

7. Staff Qualifications and Training

- 7.1 Staffing shall conform to all of the minimum regulatory requirements for a Shelter Care Facility. The minimum staff/child ratio is 1:5, as defined in He-C6350.02(ac). There will be at least two awake night staff during sleeping hours. The Contractor shall demonstrate they have relief staff and the ability to respond to crisis or emergency situations. The Contractor shall also demonstrate that they have an on-call system with the administrative staff to provide support and consultation to direct care workers.
- 7.2 The staff shall include administrative and direct care staff as well as consultants and support staff needed to operate the facility. The Contractor shall work with the Division to determine the portion of staff time that is reimbursable as Medicaid services, including obtaining worker time samples.
- 7.3 The following requirements must be adhered to by the Contractor when staffing the facility:
  - a. all staff are at least 21 years of age;
  - b. any staff with driving responsibilities must have a drivers license valid in the State of New Hampshire and a good driving record;
  - c. the Program Director must be full-time and, at a minimum, must meet the requirements for the position identified in He-C4001.19(e);
  - d. medical staff must be licensed as such by the appropriate licensing board;
  - e. educational staff must meet DOE requirements;
  - f. child care workers must meet the requirements identified in He-C4001(19);
  - g. the prescribing practitioner shall be licensed as a behavioral health care professional by the NH Board of Mental Health Practice; and
  - h. all other support staff shall have appropriate degrees for their discipline, experience with adolescents and if required by New Hampshire, duly licensed, registered or certified to practice in their profession.
- 7.4 Staff will be trained in accordance with He-C 6350.11(i)-(m). There will be an emphasis on training that prepares staff to care for adolescents in a short-term program. All staff, as part of their orientation, shall be trained in first aid/CPR, physical intervention and de-escalation

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techniques, and will read and acknowledge understanding of the NH Domestic Violence Protocols.

8. Other Programmatic Considerations

- 8.1 The physical environment must be used exclusively for child care and must meet state and local requirements. This includes licensing, health and safety codes. It is also the responsibility of the Contractor to secure appropriate zoning if required by the local town. The Contractor is responsible for furnishing the facility in a functional and attractive manner. When possible the living space for the adolescent population should be normalized.
- 8.2 Safety and containment of residents shall be a significant factor in the evaluation of proposals. Therefore, the Contractor will define in detail how the program will deliver services that address this population's history of elopement and anti-social behaviors.
- 8.3 The Division recognizes that, periodically, there will be a need to increase the intensity of services provided to a resident(s) in order to support them through a crisis that occurs during their placement. The Contractor shall respond with appropriate interventions designed to stabilize the behaviors.

9. Outcomes, Performance Measures and Indicators

It is expected that the Contractor shall achieve the following outcomes, performance measures and indicators.

- 9.1 Residents were provided with quality staff-secure residential services, as evidenced by:
  - a. the Contractor achieving an 80% consumer satisfaction rating for the first year of the contract, and an 85% consumer satisfaction rating for the second year of the contract. Consumer is identified, for the purpose of this contract, as the residents served and their parents or caretakers; and
  - b. 100% of residents were seen by a duly licensed physician or advanced registered nurse practitioner for a physical examination within three weeks of admission.
- 9.2 Upon intake into the program, each resident's immediate individual needs were identified by the Contractor, as evidenced by:
  - a. in 100% of the cases, upon each youth's entry into the program, the Contractor utilized and completed a standardized intake sheet that captured essential information pertaining to the youth; and
  - b. in 95% of the cases, the Contractor utilized a user-friendly admission process that worked cooperatively with the Division's referring staff.
- 9.3 Residents experienced stability during their stay, as evidenced by:
  - a. 80% of residents reported feeling that they were physically safe in the program;
  - b. 80% of residents reported feeling that the program was structured, in that they were aware of the daily expectations of staff and residents; and
  - c. in 95% of the cases in which a youth ran away from the program, the Contractor's staff utilized intervention techniques to prevent the youth from running (e.g. crisis management, de-escalation techniques, peer supports, 1:1 staff/resident supervision), as documented through the staff's daily reporting.

- 9.4 Residents improved their behavior through the Contractor's effective behavioral management system, as evidenced by:
- a. within 24 hours of entry into the program, 100% of residents were provided with an orientation where the behavioral expectations and the Contractor's program rules were explained to them;
  - b. individualized treatment plans were established for 100% of residents within 10 business days of the youth's admission to the program; and
  - c. 80% of residents made documented progress in the behavior management program during their participation in the program.
- 9.5 Residents were able to maintain a connection to their family or caretaker, as authorized by Division staff, and as evidenced by:
- a. in 100% of the cases, the Contractor's documented facilitation of contact between residents and family; and
  - b. in 90% of the cases wherein the Division requested this interaction, the Contractor's documented introduction to the resident and family of concepts that promote healthy relationships.
- 9.6 The long-term well being of each resident was supported by the Contractor, as evidenced by:
- a. in 95% of the cases, the Division's referring staff reported that the Contractor actively supported the development of permanency or appropriate discharge planning;
  - b. 90% of residents completed their stay at the shelter until the Division's planned discharge date;
  - c. the Contractor accepted 100% of the Division's appropriate referrals to the program (excluding referrals made but not accepted due to the limit established on the facility's license and the Contract);
  - d. 100% of authorized assessments were conducted (unless participation in the program terminated prior to timely completion) and resultant reports timely submitted to the Division;
  - e. the Division's referring staff were provided with weekly written reports identifying progress of the residents, 100% of the time; and
  - f. the Contractor provided discharge summaries to the Division's referring staff, 100% of the time, on the day of a resident's discharge.

Outcome statistics will be compiled by the Contractor and reported to the Division for each fiscal year (July to June). A report detailing the outcome results will be forwarded to the Division's Residential Program Specialist by the second week in July of each year. In addition, the Division will work with Contractors to identify monthly reporting requirements that will address one or more performance indicators and measures.

Contractors shall work with the Division to develop standardized forms for intake and for tracking performance measures.

#### 10. Special Provisions

The Division reserves the right to discontinue or cancel the Contract with ninety (90) days written notice to the Contractor(s).

**Exhibit # A-1**

***B. Program Specifications***

***1. Program Goals***

- 1.1. To provide quality staff-secure residential services for adolescents, on a short-term basis, and in accordance with applicable state and federal rules, certifications, and licensure requirements.**

NFI North Midway Shelter has an outstanding track record of offering quality short-term intensive treatment to male adolescents in New Hampshire since 1993. We have developed, coordinated and implemented an array of services to meet the needs of children and families in New Hampshire at Midway Shelter. This program is designed to provide court referred youth and their families with an all-inclusive intensive short-term residential care providing youth with Evidence-based therapies, Trauma Focused Therapy, Family Engaged Service Planning, for up to sixty days. Midway Shelter, as indicated in the request for proposals outline, provides youth with Alcohol and Drug Abuse evaluations and Diagnostic evaluations when requested and all requirements of these evaluations have met or exceeded the guidelines set forth by the Division.

Midway Shelter has an excellent record of meeting all state regulations and licensure requirements and currently possesses all licenses and certifications. They are as follows: Residential Child Care Agency License, Zoning, and Department of Education to include Certifications to operate a Special Education School, Certified to operate a Non-Public School, Health, Fire and Life Safety. Midway Shelter has a proud record of meeting and/or exceeding all of these licensure requirements. NFI North programs, including the Midway Shelter, also hold Behavioral Health Accreditation from The Joint Commission.

NFI North has a long history of providing an intensive and comprehensive array of services to court involved youth and has national recognition for its ability to meet all the clinical, educational, social and psychological needs of challenging youth and their families.

NFI North's Midway Shelter program provides the following services in a highly professional and flexible manner which makes us a unique service in that we can meet the strategic goals of the Division by keeping youth in placement shorter lengths of time and keeping families together by providing Evidence-based practice techniques which assist the youth and families to be successful in their communities.

- Fully licensed state of the art facility
- Fully Accredited by the Joint Commission as a Behavioral Health Organization
- Strong clinical component utilizing Evidence-based practice techniques

- Comprehensive evaluations component providing LADAC Evaluations and Diagnostic Evaluations
- On-site Substance Abuse Counseling services, including hosting weekly AA meetings
- Provide responsive intake process which is professional, flexible and time sensitive
- Strong working relationships with Division field staff
- Group counseling services for youth and families
- Individualized Treatment Plans that meet state and federal requirements and youth needs
- Structured environment that engages youth to be successful
- Provide outdoor education component which is curriculum based
- Strong educational program to include wellness education
- Maintain excellent education record on youth
- Provide sending school districts comprehensive transcripts upon discharge of student
- Fully certified Special Education school
- Fully certified as a Non-Public School for attendance purposes
- Employ certified and highly qualified teachers
- All Para-Professionals are certified
- Highly qualified and trained residential staff
- Flexible transportation services
- Weekly progress reports, addressing program specific goals
- Family centered program providing family counseling and mediation
- Full recreational program that is age appropriate and engages youth to build upon self-esteem and self-confidence
- Provide effective milieu management addressing the needs of the youth from a strength base approach
- Excellent internal total quality improvement practices
- Provide youth with a community service component to meet court order requirements
- Provide youth with anger management/non-violent conflict resolution training
- Have a certified RN on staff and provide on-call medical support

**1.2. To receive adolescents into care with a user-friendly admission process that responds immediately to the needs of the Division's referring staff and ensures that critical information pertaining to each adolescent is obtained as quickly as possible.**

Over the past 18 years Midway Shelter has offered the DJJS Coordinator at Department of Juvenile Justice and/or Division staff referring directly a professional flexible system of intake.

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Midway Shelter has responded in a timely flexible manner no matter what time of day or night it is and has always responded with an eagerness to assist the Division with meeting their needs promptly. Midway Shelter realizes in most cases the Division staff referring are at court and need an immediate response of accepting a youth to the shelter. Midway Shelter has provided this response in a consistent orderly system of intake which is conducive to gathering the necessary information on the youth in a time sensitive manner. Midway Shelter has consistently worked with the Division over the past several years on the best way to handle intake procedures at the shelter care facilities in New Hampshire and Midway Shelter has always worked in collaboration with the Division on obtaining the necessary information to expedite intakes.

**Survey results reported in FY10 Semi-Annual Report**

1.) Percentage of Residents Who Reported Feeling Safe at the Program:	<b>99%</b>
2.) Percentage of Residents Who Reported Their Needs Were Met:	<b>99%</b>
3.) Percentage of Residents with Standardized Intake Sheet:	<b>100%</b>
4.) Percentage of Residents Who Were Provided with Orientation	
Within 24 Hours of Entry:	<b>100%</b>
5.) Percentage of Cases that Utilized a User Friendly Admissions Process:	<b>100%</b>
6.) Percentage of Documentation of Facilitation of Contact Between	
Residents and Family:	<b>100%</b>
7.) Introduction to Residents and Family of the Concepts that Promote	
Healthy Relationships (when requested by the Division)	<b>100%</b>
8.) Percentage of Referrals Accepted by Midway:	<b>100%</b>

The data from our semiannual survey results above helps to underscore the effectiveness of our intake process and procedures. Item 8 for example shows that the Midway Shelter accepted 100 percent of the referrals made to the program. Item 5 as well supports the contention that the program utilizes a user friendly intake process, where 100 percent of the respondents agreed that the intake process met these criteria.

**1.3. To ensure that adolescents experience stability during their stay, by providing services that emphasize structure, ensures safety, close supervision and containment.**

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*RD*

Date:

*7/10/11*

Midway Shelter, over the past 18 years, has become a place for youth to gain independence and gain control over their lives. Midway Shelter provides a home which retrains the youth perception of self, to find their inner strength, to focus on future outcomes, to resolve their current issues in a safe environment with an emphasis on active participation, dignity, respect and an emphasis on self-determination. Midway Shelter delivers essential services to the youth and family which is youth/family centered, and implements Evidence-based practices in a flexible consistent manner. Midway Shelter provides a highly structured daily schedule which empowers the youth to take ownership to manage their needs and engages the youth in meaningful activities. Each youth is introduced to a system of "passing off" upon intake which means staff have eyes on them at all times, the youth are expected to "pass off" from location to location and at no time are left alone without supervision.

We understand the transition period for youth and young adults struggling with emotional/behavior difficulties has some unique barriers that put this population at significant risk for school failure, involvement in the courts or develop dependencies on outside agencies. Given the needs of these youth Midway Shelter has developed a program that is strength based with the goal of having the youth transition successfully back to home, succeed in education and employment. We build a community where youth learn and develop decision making competencies, when they learn to make better decisions the youth learn to resolve problems, thus feeling empowered instead of victimized and are more likely to create positive outcomes for themselves to improve their quality of life.

Midway Shelter provides an accepting and meaningful environment to engage the youth in learning in a positive milieu. All the residential staff, teachers and administrators make up the community of Midway Shelter. Values that determine the positive norms of the program that make up Midway Shelter include respect for oneself and others, acceptance, accountability, and caring. The staff consistently reinforces these values. The combined result of all of these norms is the development of a safe, caring environment in which the youth learn to assist each other and to be productive. This breaks the cycle of rejection and failure and creates a heightened sense of self-worth.

It is with the framework mentioned above that the Midway Shelter staff have become adept at providing highly structured therapeutic interactions which engage as well as meet the needs of the youth. Youth participate on a daily basis in the education program, group therapy, individual counseling, program meetings, structured on grounds recreation, family meetings, life skills training, community service, and specialized groups as needed for the reinforcement of life skills development.

Evidence of the program's ability to successfully supervise and contain youth during the course of their stay can also be found within the statistics for our annual report (see below). During Fiscal Year 2010 Midway Shelter serviced 194 youth with minuscule incidents of AWOL. This level of commitment on the part of NFI's employees has been a constant factor in the success of the program during the past eighteen years of service delivery.

**Statistics reported in FY10 Annual Report**

Total Youth Served	194
Positive Discharges	183

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Average Length of Stay (in days)	23
Number of Residents With Stay Over 60 Days	5

**1.4. To improve adolescents' behavior by providing an effective behavioral management system based on individual needs.**

As discussed above, NFI North utilizes the Normative Community Approach to support our behavior management systems. The Normative Community Approach engages a network of expectations that provides an accepting, supportive, and meaningful environment to engage youth in learning in a positive community creating opportunities for membership that is meaningful, positive and pro-social, youth will join and adopt behaviors, values, and beliefs held by the membership. It is not enough to decrease inappropriate behaviors, it is essential to replace them with positive behaviors.

Often youth come to us having difficulty in school, home or in their community and they tend to gravitate toward an anti-social normative system and/or become isolated and withdrawn. Midway Shelter assists youth in their growth by helping them develop a set of expectations or a positive normative system that helps move isolated or antisocial individuals toward healthy values and ways of functioning as members of a group. The expectations placed on and supported by the program create an environment for growth and change within the program setting.

Real change is always difficult. Within the Normative Approach, problems are seen as opportunities for growth. For example, a new youth at the shelter may challenge the group by displaying inappropriate language or behavior. His/her actions can give the group the opportunity to work with him and tackle the negative behavior. This has the impact of solidifying the positive norms and involving the new youth in the group. Norms are meant to be consistently examined and questioned. Once the norms and expectations are met, the group must increase the expectations in order to continue the process of change. Increased expectations are designed to move the group closer to accepted social norms.

Midway Shelter will continue to challenge youth to be the best they can be, both socially and academically. We understand that real change does not take place overnight and will continue to work diligently with youth even when they themselves appear to have given up. Our goal is to assist each student in achieving his/her goals, whether that is to return home, graduate from high school, or go onto further residential options.

Our ability to effectively work with youth to address their individual behaviors can be seen in the statistics from the most recent Annual Report filed at the close of Fiscal Year 10. Midway maintained a positive placement rate of 94% with the need for physical management of youth occurring only seven times during this period. It is important to note as well that NFI standards require that any "hands on situation" requires a report of physical management, even when the management itself does not involve full physical restraint. The statistic is impressive when one considers the level of acuity presented by the participating consumers in a facility that relies on its staff secure nature to contain youth.

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**Statistics reported in FY10 Annual Report**

Incidents of Physical Management	7	
Positive Placement Rate	183	94%

- 1.5. To support the long-term well being of each resident, by assisting the Division with the development of permanency or appropriate discharge planning, as associated with each resident's stay.**

NFI North and Midway Shelter are in complete concert with the Division's vision and goals for achieving permanency outcomes for children and youth in residential treatment. We share in the Division's core values of making the services at Midway Shelter family driven, inclusive, outcome focused, community connected with accountability and responsibility built in. Midway Shelter is adept at working with the Division upon the youth's intake into the shelter on permanency planning by making this one of the intake questions and then making this a goal and objective on the treatment plan. Midway Shelter's clinical team works in collaboration with the Division, the youth, family members, and sending school district with direct and open communication on what may work best for the youth in care at Midway Shelter and what the discharge options may be. Midway Shelter does outstanding work on stabilizing the youth upon intake, making family connections and working with the family on community resources available to them. We do this in a clear non-confusing manner amplified with written material.

Midway Shelter's clinical team and residential staff receive training in diversity of cultures and life styles, the staff have become adept at honoring the distinctive values of the family's identity and making sure the family is involved in the treatment team meetings, family counseling, and family days. Midway Shelter strives to build upon the family strengths so success is achieved and built upon throughout the youths stay.

Midway Shelter works in collaboration with the Division staff by providing weekly phone calls reporting on all aspects of the youths stay at Midway Shelter. The Division staff receives written documentation weekly on:

- Behavioral assessment
- Individualized goals oriented point program participation
- Groups participated in and type
- Family contacts; phone calls, visits
- Treatment Plan goals achieved
- Life skills training participation
- Independent living preparation
- Community involvement
- Medical update; medication, physical, medical assessment
- Crisis stabilization; safety and behavior
- Education goals achievement and participation in the school program
- Therapeutic recreation involvement

Midway Shelter will continue to provide the Division with Alcohol and Drug Abuse evaluations and Diagnostic evaluations as indicated by the Division referring staff. These evaluations will be completed within the 21-30 calendar day timeframe. This timeframe will begin on the day of admission. These evaluations also assist the Division staff on permanency planning and obtaining achievable outcomes for the youth and family. Agency wide, NFI North has also enhanced the programs ability to address co-occurring disorders. Our Clinical Team Charter includes the affirmed value:

- o *We believe that integrated service delivery requires routine screening and assessment for co-occurring disorders and treatment planning that includes appropriately matched interventions for all conditions*

Minkhoff and Cline, in the *Journal of Dual Diagnosis* (2006), laid out their vision of a "Guideline for Defining Recovery Oriented COD Capability":

*Recovery oriented co-occurring capability is defined as the capacity of a substance abuse, mental health, or dually licensed program, within the framework of a recovery oriented perspective, to design its policies, procedures, screening, assessment, program content, treatment planning, discharge planning, interagency relationships, and staff competencies to routinely inspire all clients and families with the hope of recovery for all issues, and to provide integrated co-occurring disorder services to individuals and families who present for care within the context of the program's mission, design, licensure, and resources.*

Our clinical team incorporated these concepts into our Clinical Team Charter. Many of our clinicians have completed COD training through the Co-Occurring State Integration Initiative (COSII), The Co-Occurring Collaborative Serving Maine (CCSME), and/or the Substance Abuse and Mental Health Services Administration (SAMHSA). Additionally, we have assembled an electronic reference library of on-line training and resource materials that all clinicians have access to.

The AC-OK screening tool for Co-Occurring Disorders is one of the standard assessments available in our clinical management system software. Although primarily used for adults, NFI North has also been involved in CCSME efforts to validate this tool for adolescents.

Midway Shelter also provides the Division staff with a complete discharge summary upon the youth leaving the program which includes:

- Reason for discharge/Permanency Plan
- Complete and overall behavioral assessment
- Treatment Plan goals and objectives achieved/not completed
- Successful interventions utilized/not helpful
- Individualized goal point obtained
- Number of groups participated in and type
- Education progress note

- Community involvement
- Medical update
- Crisis stabilization: safety and behavior
- Family contacts
- Updated information sheet/youth information sheet

Midway Shelter will continue to work with the Division in realizing its goals of permanency outcomes for all children by assisting in establishing core values and guiding principles that emphasize positive outcomes and utilizing a strength based model to foster hope and past successes for all children and families in New Hampshire. Our Clinical Team Charter, discussed above, also includes the following affirmed values:

- *We believe that a system of integrated services is best developed through a process of continuous performance improvement and quality control measures aligned with the goals and needs of all stakeholders*
- *We believe within the context of any service relationship, the response must be based on the individual's strengths, differing abilities, needs and goals*
- *We believe that when a person's service needs include multiple factors and conditions, each should be considered equally important, and an integrated approach to behavioral and environmental support promoted*
- *We believe integrated approaches must be appropriately matched to needs, strengths, problems/contingencies, and standardized assessments of need as well as to levels of motivation for change*
- *We believe that unless clinically contraindicated; children and youth, as well as families, including parents, guardians, and caregivers, shall be actively involved in defining strengths, needs, and problems as well as establishing realistic treatment goals, defining tools to assess progress, implementing the treatment plan, refining the interventions and assessing their outcomes*
- *We believe that permanency and independence are both desirable outcomes and not mutually exclusive*

**1.6. To ensure each resident's ability to maintain a connection to their family or caretaker, as authorized by Division staff, by facilitating contact between residents and family and introducing concepts that promote healthy relationships.**

NFI North's shelter care programs operate and implement a family approach. The program goals that have been established for the staff to work successfully with families during the youths stay are:

- Identify family strengths and needs upon youth intake
- Identify family barriers to re-unification
- Provide family counseling, mediation, and support using a wide variety of best practices
- Provide and refer families to home community resources
- Improve communication between youth and family
- Provide transportation to Division authorized home visits

We collaborate with the Division upon intake on all youth and their family situations and develop plans that are mutually understood and achievable. Family goals are developed and become part of the treatment plans. Midway Shelter and their clinical staff have developed a strength based family component that is designed to improve communication, improve relationships between the youth and their family, stabilize the family and develop skills of self-sufficiency within the family unit. We engage the families to strengthen the family base so when the youth returns to the family, successful re-unification takes place.

All the staff at Midway Shelter are trained in family-centered practices and have direct contact with the families during the youths stay. Midway Shelter's clinical staff work one on one with families and provide the families with the following information and/or services either by mail and/or in person. We emphasize the flexibility of our phone and visitation schedules and we accommodate family schedules as needed:

- Resident/family handbook; outlines program philosophy and program policy
- Education student/family packet
- Visitation policy
- Phone policy
- Once a month family day celebrations
- Weekly family meetings driven by the needs of the families
- Treatment plan coordination
- Night/weekend assistance
- Program phone numbers of all administrative staff at program
- Resident advocate system to assist the resident and families
- Holiday celebrations with families
- Implement wellness policy for residents and families

Midway Shelter prides itself on its flexibility of services, its ability to individualize those services to meet the needs of each resident and family so that the youth and family create and maintain healthy family relationships. We are available to families seven days a week and provide families with the comfort of knowing their child is well cared for and safe. The most recent parent survey results from Fiscal Year 2010 support this contention.

### Parent Survey Results FY 2010

1.) I feel the program is very supportive of my family member and me.

74%=agree; 26%=disagree

2.) The staff explained the goals of my family member's care.

81%=agree; 19%=disagree

3.) The staff treated my family member with respect.

94%=agree; 6%=disagree

4.) The staff treated me with respect.

100%=agree; 0%=disagree

## **2. Population Served**

**The Midway Shelter will have a daily capacity for 15 boys and girls ages 11-18**

**2.1. The program will be limited to serving New Hampshire youth, aged 11 to 18, with a New Hampshire DCYF referral, or are a Child in Need of Service (CHINS) or are delinquent, and that have a valid court order for the service.**

Midway Shelter has proven they have been highly effective in responding to the Division's needs and have become an important part of the continuum of care for youth and families of New Hampshire. We accepted all youth referred during the 2009-2010 budget year. We work with multiple diagnosis and education disabilities and do so in a flexible, well organized manner. Midway Shelter will service co-ed youth between the ages of 11-18. Midway Shelter will continue to provide the Division with the following referral systems:

- Immediate response to intake of youth
- Target intake questions to meet the needs of the Division
- Continue follow-up with the Division on receiving and coordinating needed services for the youth
- Consistent, flexible and orderly intake system conducive to the Division needs
- Provide 24/7 intake capability

- Provide referral and intake information to town police departments in the state for placement of youth “after hours”

As seen in the statistical information below the program has continued to serve the population identified as a part of the contractual requirements, with the majority of youth served falling into the delinquent category. CHINS youth also represent a statistically significant portion of the youth served, with a much smaller number of youth falling under the Abuse and Neglect category.

**Statistics reported in FY10 Annual Report**

Total Youth Served	194
Percentage of Referrals Accepted Based on Availability	100%
Total Classified as Delinquents	119 61%
Total Classified as CHINS	73 38%
Total Classified as Abuse and Neglect	2 1%

**2.2. The youths served may have special academic needs, since many have been coded educationally disabled.**

Many of the youth served within Midway Shelter present with a wide array of special academic needs. As seen in the chart below students are coded with educational disabilities that cross a spectrum of educational disabilities. The program for example served children across four categories of educational coding, categories that span the designation of learning disabled, emotionally handicapped and other health impairments. The complexity of the educational needs presented by participating youth highlights the importance of the educational services provided under this important service.

<b>Special Education Admissions</b>	<b>71</b>
Special Education - EH	21
Special Education - LD	21
Special Education - OHI	25
Special Education - Sp/L	4
<b>Grade Level (Coded Students)</b>	
5th	0
6th	2
7th	6
8th	6
9th	23
10th	24
11th	9
12th	1
<b>Special Education Discharges</b>	<b>75</b>
Special Education - EH	22
Special Education - LD	22
Special Education - OHI	27
Special Education - Sp/L	4

Midway Shelter has a strong and fully certified Special Education School and is certified as a Non-Public School for attendance purposes. We employ certified Special Education Teachers and highly qualified teachers as well as certified Para-professionals. Midway Shelter teaches from an approved curriculum based on the New Hampshire Department of Education minimum standards. We provide each student/family with a copy of the education handbook which outlines all school

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policies and all school personnel contact information. We also provide each student with a copy of the Program of Studies. Midway Shelter's Educational Coordinator is responsible for obtaining all education records from the sending school districts and does this upon intake of the youth and according to the James O consent decree. Each youth has a 10 day education placement meeting with their sending school district and at that time the education course of studies is decided upon. This could consist of Midway Shelter working with the sending district on the student's current course of studies with the sending district, the youth participating in Midway Shelter's education course of studies or the youth receiving tutoring services from Midway Shelter School. Youth may also continue to attend their district school or attend the local LEA schools based on the recommendations of the sending school. This is coordinated with the sending district, JPPO, and Midway Shelter's Principal.

All education material presented to the youth is grade appropriate. Midway Shelter also offers the Plato Learning system to their students; this is a computer based education program. Students can choose this and do a self-paced education based system which is compatible with their sending school district's curriculum. Midway Shelter during the 2009-2010 school year serviced 71 coded students. Midway Shelter does initial education testing within 5 days of the youth entering the school and provides the sending districts with progress notes on IEP goals and transcripts at the end of the youths stay.

**2.3. The program is not designed or expected to serve the following populations:**

- a. Actively suicidal referrals such that the youth's capacity to participate in the program is impaired and that their safety within the program may be compromised. This determination will be made by a qualified mental health professional, or a staff member of a mental health facility;
- b. Intoxicated or under the influence of illegal or non-prescription drugs, or suffering from overuse of a prescribed drug such that a potential medical emergency exists;
- c. Psychotic or suffering from emotional disorders or chronic mental illness such that the youth's capacity to participate in the program is impaired;
- d. Physically assaultive to a degree which would endanger the safety of program residents or staff; or
- e. Previously convicted or currently charged with the crime of arson (RSA 634:1), or have a history of fire setting such that the safety of the program, residents and staff may be immediately endangered.

Midway Shelter is very adept at screening youth outlined in a-e above and screens these items specifically upon intake. Midway Shelter prides itself at looking at each referral independently and working with the Division on the best possible placement options for the youth. Midway Shelter has excellent working relationships with surrounding health care professionals and hospitals in their local area in case a youth needs to be screened for placement, especially for a-e above.



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### 3. Admissions Process

Subject to the discretion of the Division, referrals for admission will be made through the Intake Coordinator, or designee, at the Youth Detention Services Unit, of the Department of Health and Human Services in Manchester, N.H. The contractor(s) and the Division will jointly develop written admissions procedures and criteria.

NFI North has an effective and professional intake process. We have worked with the intake coordinator and/or their designee at the Youth Detention Services Unit and currently DJJS Coordinator Department of Juvenile Justice for the last 18 years in a responsible and consistent manner gathering the necessary information for a smooth and effortless intake process. We have had an excellent working relationship with all personnel at the Youth Detention Center, DJJS, and the Division field staff in regards to intakes. NFI North has consistently met with the Division to develop intake procedures and proper intake criteria which meets the needs of the Division. NFI North will continue to work with the Youth Detention Services Unit, the Department of Health and Human Services and the Department of Juvenile Justice in Manchester, New Hampshire to develop criteria and procedures to address the continuing needs of the Division. NFI North has an immense understanding of what Division staff is up against daily being in the field and having to place youth quickly and responsibly. The following is the intake procedure and criteria currently in place:

The program staff intake youth from the entire state of New Hampshire on a 24/7 basis. The staff uses a one page face sheet to gather the following intake information.

- Name, gender, date of birth
- Name, address, marital status, and telephone numbers of the parents or guardian
- Prior placement
- Emergency contact numbers
- Juvenile Parole and Probation Officer office and number
- Lawyer contact information
- Educational information/sending school district/coded or not
- Citizenship
- Language
- Race, hair color and identifying marks
- Medical information/physician, medications, medical needs
- Medicaid number
- Run risk, suicidal, substance involved, assaultive, fire setting history
- Picture of youth upon intake

The following criteria are currently required:

- Forward court order/Emergency placement plan
- Request transportation for court
- Activate authorization for payment

- Forward medical authorization
- Request Drug and Alcohol evaluation
- Request Diagnosis evaluation
- Forward youth information sheet

The Midway Shelter staff work collaboratively with the families to get all releases signed and encourage the families to come to the program for a tour and receive all the intake information in person. When this is not possible the clinical team will contact the parent and introduce themselves and answer any questions the families may have. The program will send via the mail or fax all the required paperwork within seven days for families to sign as well as the resident/parent information booklet and business cards of the clinical team. The clinical team contacts the families' on a weekly basis and more as needed to keep them informed of their child's well being while with us. We listen closely to the family and youth needs and make sure we have all medical information gathered along with any concerns the family wants us to address with their child.

Upon the youth's arrival a member of the management team will welcome the youth and at this time the youth is assigned a counselor advocate, who will oversee their placement while at Midway Shelter and address their immediate needs. During intake the youth is given an overview of the program and given a tour to include a fire evacuation protocol. The youth is assigned a youth peer to assist with answering questions and making them feel relaxed and assist with settling into the program. The youth's personal belongings are inventoried and washed if needed. The youth is given an informational booklet which outlines the programs philosophy to include program expectations and outlines the following program policies: visitation, phone, recreation, daily schedule, chore assignment, point system, advocate system, religious policy, how personal belongings are stored, how to seek medical care, grievance procedure, how to obtain personal necessities and school schedule. Also listed in the beginning of this booklet is the name of the youth counselor advocate. The youth at Midway Shelter are assigned a bedroom and in most cases the youth have a single room unless it is decided for the youth's particular therapeutic needs a roommate may be beneficial.

**Assessment period:**

Midway Shelter starts the assessment period of the youth upon intake. Information gathering starts by staff collecting and documenting information from the youth, family, prior placement, Division personnel, JPPO/DCYF case worker, sending school district, and any other pertinent individual in the youth's life. The staff observes the youth in the milieu and formulates thoughts on what training methodologies/learning styles work best for the youth and these observations are noted in the daily progress notes. The Clinician also sits with the youth and writes an initial psycho-social assessment and then writes the treatment plan within ten days of the youth entering the program. The education staff gathers all the education material and administers the youth an educational assessment which is completed within five days of the youth's intake and done in accordance with Ed 1107.

**Treatment Plan:**

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Treatment plans are developed and done within 10 days of the youth's admission and are based on the findings of the information gathered above to include the psycho-social evaluation. The plan is written by the program's Clinical Coordinator and further developed by the treatment team members to include the Prescribing Practitioner. Every effort is made to include the family, Division staff, teachers, clinical case manager, counselor advocate and sending school personnel. Treatment team meetings are typically held on Tuesdays, however other times of the week to include evening hours can be arranged to accommodate the families and other treatment team members. The Prescribing Practitioner generally attends the meetings on Tuesdays; if this is not possible he makes alternative plans with the Clinical Coordinator to meet with the youth some other time during the 10 day timeframe. The treatment plan is developed based on He-C 6350-13. Goals and objectives are based on five domain areas outlined in 6350-13(e).

- Safety and behavior of the child
- Family
- Medical
- Education
- Independent living
- Collaborate with the Division on discharge planning

The clinical services of the program are responsible for overseeing the Diagnosis evaluation and the Drug and Alcohol evaluations, the clinical services personnel have direct communication with the Division regarding the progress in completing these requested services.

#### **4. Services to be Provided**

##### **4.1 Operational Information:**

- a. The Contractor must operate the shelter care facility program 24 hours a day, 365 days per year.**

NFI North operates the Midway Shelter 24 hours a day, 365 days per year; we will operate a co-ed facility for the ages of 11-18.

Midway Shelter staff is well-trained, highly professional and has very experienced personnel to operate this program for on-going operations. We have done this for the past 18 years and will continue, if chosen for this service, for the next contracting cycle. Midway Shelter staff has served as a resource to police forces throughout the state of New Hampshire during weekends and evenings and will continue to do this by assisting with proper intake procedures, phone numbers and contact information of Division personnel specifically the DJJS Coordinator, Department of Juvenile Justice in Manchester. NFI North has an exceptional support staff to assist this program with 2 personnel ready to support program operations when needed. Program clinical staff are in the process of being trained in Trauma Focused Therapy and Dialectical Behavior Therapy techniques to assist staff with

interventions and provide these proven best practice interventions to the youth. We also have two Regional Directors that cover the entire state for on-call services 24/7; both are experienced and very knowledgeable on shelter care operations.

- b. With the exception of medical care or specific assessment professionals, the program will be self-contained and will address the needs of the residents on-site.**

Midway Shelter offers a progressive and comprehensive array of services on site designed to meet the needs of the youth we serve. Clinical, recreation, nutrition counseling, wellness training, educational, supportive counseling, family counseling, mediation, tutoring, life skills training, placement interviews, drug and alcohol counseling, weekly alcoholic anonymous meetings and some testing is done on site. The exception to this would be accessing medical services in the community to include community based assessments to be performed. Physical education classes may take place off grounds based on the curriculum so we access community resources i.e.: gyms, ropes courses, and swimming activities. Midway Shelter offers a comprehensive array of services to the youth and families on site.

- c. The program is intended to serve youth for a maximum of 60 days; recent experience has been that the average length of stay ranges from 20 to 30 days.**

Midway Shelter is designed as a short term therapeutic Evidence-based program serving youth and their families for up to sixty days with an average length of stay 20-30 days. NFI North will continue to closely collaborate with the Division on targeting the specific treatment issues for each youth and collaborate appropriate discharge planning. NFI North has and will continue to work closely with Division personnel and sending school districts when a youth may have to stay beyond the sixty days and amend the treatment plan and individualized education plan as needed when this does occur.

- d. Referrals will generally be for youth in need of services that assist the youths to avoid the need for further placement, or while awaiting further placement, or for reunification with a family member, evaluation, completion of a service plan, or an additional court order.**

NFI North does an exceptional job working with youth, families and the Division on the needs of the youths referred to the program. We collaborate with all treatment team members on providing the youth with the best services while at Midway Shelter. Our clinical team, educational team and administrative team work in unison with all treatment team members to provide a full range of services which is outcome based and delivers a balanced approach to improve the youths safety, family relationships, medical needs, education and independent living skills while at Midway Shelter. We have a proven track record of providing youth with services outlined by the Division driven youth case plan and do so in a manner which is collaborative and works with the youth on all aspects of assessment, treatment planning, and supports the youth's permanency plan. We help facilitate the youth movement through the program in a professional caring manner.

- e. **The program shall be staff-secure (He-C 6350.20(a)), providing high amounts of structure, containment and supervision to the youth. The milieu shall be therapeutic, promoting responsibility, personal growth and positive changes in the behavior of residents.**

NFI North Midway Shelter has been in operation since 1992, the program goals, mission and purpose is to provide court involved youth a therapeutic, strength based, staff secure residential program. We pride ourselves on developing productive and safe environments, with a pure and strong mission, shared by staff and youth in a caring environment with very clear structure. We provide youth with an accepting, supportive, and meaningful environment which engages youth in learning and developing pro-social positive behavior. Values that determine our norms include, respect, responsibility, acceptance, accountability and caring. The staff at Midway Shelter consistently reinforces these values. The youth work within a positive peer culture that will assist them to be successful at home, work, and back in their school systems. NFI North Midway Shelter staff work with the youth on problem-solving, critical thinking, and learning how to be a responsible and respectful member of society. We have a self-reporting point system so youth can measure and self-evaluate their progress and learn to self-regulate their behaviors and build personal competencies so success can be achieved

Midway Shelter has a daily schedule which engage the youth to be involved and maintain the needed structure in a safe secure program as outlined in He-C 6350.02(ad)

We have an effective accountability strategy that we employ daily by having the youth "pass off" to different locations on the program site to staff, so youth are in supervision at all times; we have a staff advocate system which assists youth with all their daily needs and treatment goals implementation. We provide each shift with ample staff coverage and provide each shift with 24/7 on-call services by all NFI North administrative staff in New Hampshire.

- f. **This facility shall meet all of the requirements of a Shelter Care Facility as defined in He-C6350 "Certification For Payment Standards For Residential Facilities." The program design will target a short-term model of service delivery that provides rehabilitative services that meet the requirements identified in He-6420 "Medicaid Covered Services In Residential Facilities." In addition to these requirements, the Contractor shall be required to conduct a psychosocial assessment and develop a treatment plan within 10 business days of the youth's admission to the program, as well as conduct additional assessments that may be included in the youth's court order.**

NFI North Midway Shelter continues to meet all the requirements as defined in He-C 6350 "Certification for Payment Standards for Residential Facilities" and is designed to provide a short-term model of service. Midway Shelter has all the certification and licenses outlined in this regulation to operate a residential care facility. Midway Shelter meets all standards in He-C 6420 "Medicaid Covered Services in Residential Facilities" and all services are rehabilitative as outlined in this regulation. Some of the rehabilitation services outlined in He-C 6420.04(d) are indicated on the youth's Individualized Education Plan for coded youth specifically. These services are provided by the sending school districts which are

coordinated by the Midway Shelter education staff or provided by a qualified consultant under contract with NFI North. We provide nursing services, rehabilitative, mental health to include crisis intervention and stabilization services. In addition, all staff are trained in crisis intervention and stabilization techniques. The Clinician meets with each youth upon intake then writes a psychosocial assessment and develops the treatment plan based on the findings of the assessment.

The Clinical Coordinator at Midway Shelter develops a treatment plan that is time limited, goal oriented and therapeutic within 10 business days of the youth's intake. The plan is signed by the Prescribing Practitioner within the ten days and that signature indicates approval of the Medicaid covered services in the plan. Daily logs are maintained on each youth and documented in a daily progress note showing the progress toward the goals and objectives outlined in the treatment plans. Weekly progress notes are done in accordance with He-C 6350.14(e)

We perform yearly Medicaid time study reports in accordance with He-C 6420.08. These are done within the required timeframes and sent to the DCYF/DJJS rate setter, these are coordinated by NFI North's Contracts Director.

- g. The short-term services in the program shall address the following behaviors and issues, but not be limited to:**
  - i. chronic running away;**
  - ii. substance abuse;**
  - iii. physically acting out;**
  - iv. sexual acting-out;**
  - v. suicidal gesturing;**
  - vi. family conflict;**
  - vii. anti-social behavior; and**
  - viii. educational issues.**

NFI North Midway Shelter has delineated through this proposal the comprehensive array of services it provides and delivers in a highly structured therapeutic strength based approach on a daily basis. Youth referred to the program generally present an array of psychological and emotional difficulties manifesting themselves in a wide variety of "acting out" behavior. Midway Shelter received 230 referrals during the timeframe of July 1, 2009-June 30, 2010 and accepted all referrals made, although 36 of the youth did not end up coming to Midway Shelter as other treatment options were decided upon by the courts. Midway Shelter staff are extremely skillful working with youth who present the above mentioned behaviors and do so professionally, with an interdisciplinary team approach. We offer youth treatment modalities that are Evidence-based and target anti-social behavior so the youth can build competencies toward independence and success.

**4.2 Clinical.**

**The clinical component shall provide group and individual counseling that is driven by each resident's treatment plan. Substance abuse counseling and/or education must be provided for each resident, as appropriate. The facility will employ, at a minimum, 1/2 day per week consultation services from a clinician**

**and/or a prescribing practitioner licensed as a health care professional with the NH Board of Mental Health Practice.**

Midway Shelter has a strong clinical component that is part of a very strong dynamic interdisciplinary team, to include working with highly qualified consultants to meet the needs of the youth at the program. Clinical services include the following:

- Provide Diagnostic evaluation
- Provide Drug and Alcohol evaluations
- Provide psychosocial assessments
- Provide family centered counseling/mediation
- Provide therapeutic group counseling to include substance abuse counseling
- Provide individual supportive counseling
- Provide an array of medical services to include Nursing Assessment, Nutrition Assessments, Pain Assessments, and Suicide Assessment
- Provide treatment plan development and implementation
- Provide Evidence-based practices for treatment modalities
- Provide family visits to youth home when indicated on the Division case plan/treatment plan
- Coordinate psychological services when necessary for evaluation, diagnosis, and treatment of emotional or behavioral problems
- Provide 24/7 crisis prevention, intervention and stabilization services
- Provide referrals/coordinate services in youth home town in accordance with Division case plan/treatment plan
- Develop individualized behavior plans
- Provide highly qualified treatment consultants in accordance with He-C 6350.02(x) and in accordance with He-C 6420.05(b)
- Provide mentoring/peer support
- Provide strong residential counselor advocate program
- Provide strong relationships with community providers
- Provide youth with assistance on the development of pro-social life skills
- Provide transitional services in accordance with Division case plan
- Provide outcome driven residential program
- Create crisis plans for youth in need

Midway Shelter's clinical component works collaboratively with the families and the Division staff supporting the long and short term goals of the youth and family. The assessment portion of the program serves to assist the Division, the youth and family in making the best service/treatment decisions possible for the youth at Midway Shelter.

The Midway Shelter clinical team, for example, may spend time with a youth on individual counseling preparing them for further placements. The team works in unison with the Division, youth, and family on discharge plans and placement plans for the youth upon intake, however in many cases this plan is not finalized so the clinical staff work very closely

with the Division, youth and family on preparing and counseling the youth and family on placement options and information on these options. The team focuses on the youth's safety, permanency plan and/or concurrent plan, well-being of the youth, family supports needed, and the youth's strengths to make the best treatment decision possible for the youth.

The Clinical Coordinator is the nucleus for the youth's clinical services and needs; they are supported in the delivery of these services by the Prescribing Practitioner, the programs Clinical Case Manager and Counselor Advocate for each youth. The Program Director to include the administrative team and counselors shore up the remaining support needed.

### **Clinical Coordinator**

The program's Masters Level Clinician is responsible for the overall planning and oversight of all clinical services at the program. These services include develop and/or oversee the development of individual treatment plans, review all clinical records on the youth, provide training and feedback to residential staff on all documentation requirements as it relates to the data collection of treatment plan goals, provide individual counseling, provide therapeutic group counseling and coordination of all evaluations as documented on the youths intake paperwork and court orders.

The Clinician acts as a liaison with outside providers and other agencies providing auxiliary services as documented on the treatment plans and works closely with the Prescribing Practitioner on all new intakes and the development of the treatment plans within 10 days of intake. The Clinician provides emergency on-call to residential staff as needed and provides Evidence-based practice strategies as a basis for the clinical component of the program.

This individual participates in a monthly agency sponsored clinical development meeting where he/she is trained in the latest "best practice strategies" and receives supervision from the many licensed Clinicians NFI North employs. He/she also meets with the Prescribing Practitioner on a weekly basis.

Contractor Initials: RD

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### **Clinical Consultant and Prescribing Practitioner**

Currently, this individual is a licensed Clinician in New Hampshire and has the responsibility of signing the treatment plans in accordance with He-C 6350.13(g) (1-4). This individual meets with youth weekly to review the youth's treatment goals and review the overall treatment plan.

The Prescribing Practitioner also works with the program Clinician on all treatment issues and assists with any cases that may be particularly difficult or complicated. They present clinical trainings to staff as needed and serve as a resource if other clinical services are needed with a youth. They are at the program ½ day per week and meet all requirements in accordance with He-C 6350.11(s).

### **Clinical Case Manager**

The Clinical Case Manager is a Bachelors level individual, identified in previous contracts as the Family Service Worker at Midway Shelter. This individual works as a part of the team to complement and augment the clinical services at the program and is supervised by the program's Clinical Coordinator. The Clinical Case Manager works directly with the families, youth, Division and residential staff in the support of permanency planning and in the development of treatment plans as well as documentation of all goals and objectives of this plan. The Clinical Case Manager makes weekly contact with Division staff, families and meets with youth communicating all pertinent treatment issues to include discharge and permanency planning information. They also facilitate meetings with families and under the supervision of the Clinical Coordinator offer family counseling/mediation as well as conflict resolution training. In addition they are responsible for providing monthly family days which empower families to participate in program activities with their child that are healthy and family focused. Transportation coordination is also part of this individual's responsibilities as they coordinate all transportation needs with the Division. As a part of the clinical and management team they also share in emergency on call support to the residential staff and are available to families on nights and weekends. Staff training is also an important element of this individual's responsibilities helping to insure that staff maintain family centered services.

### **Advocates**

Upon intake each youth is assigned an individual counselor from the residential staff team who becomes the youth's advocate for the duration of their stay with us. The advocate works closely with the youth, their family, Clinical Case Manager and program Clinician on the development of the treatment plan. The advocate provides the youth with supportive counseling; assists the youth in development of personal goals and works with the youth on the behavior management point system. They observe the youth to see what treatment modalities and learning styles may work best for the youth upon the youth's intake and document their findings in the youths daily progress notes. They are responsible for writing the youth's weekly progress reports, documenting the progress of treatment goals and

objectives, speaking and meeting with families, assisting with discharge planning and writing the discharge summary once the youth has been placed from our care. They meet weekly with the Clinician and Clinical Case Manager on case management issues their youth may have encountered during the week.

### **Behavior Management Program**

NFI North has developed a comprehensive approach to insure effective behavior management within our array of services. The comprehensive nature of our behavior management approach takes into consideration the strengths and skills present within the family and the youth, their need for growth and development as well as their own ability to effectively manage behavioral issues and expectations. This is combined with an understanding of the role that the environment plays in supporting positive behavioral outcomes along with the importance of insuring that each staff who is engaged with a family and youth are wholly trained in critical techniques. To that end each NFI North employee receives a two day training in crisis prevention and intervention techniques that includes an annual day long recertification as well as an additional day's training in behavior management techniques that are utilized with the shelter.

The curriculum and systems utilized include techniques for providing effective communication and feedback, supporting positive change within families and youth, maintaining a safe environment, principles of self-awareness, The Normative Community Approach, professional boundaries, crisis prevention and intervention, teamwork and the use of peer group empowerment and groups to positively impact behavior.

These approaches along with designing structured systems in the program that are used throughout the program, community, residence, and school have proven to be extremely successful over the past 18 years. The Normative Approach/Strength base approach empowers the youth to take control over themselves and instills self-confidence and decreases anti-social negative behaviors. Staff at all levels role-model and reinforce the values of the program, thus is the development of a safe, caring, and respectful program that is productive and creates a heightened sense of self-worth in the youth. One system employed is the "point system" which gives the youth, on a daily basis, a chance to self-report on their behavior and progress toward their personal goals, this system has built in rewards which assist the youth with breaking the cycle of rejection and failure and increase their self-confidence and the ability to get along with others.

Direct communication and open feedback are imperative to the success of the "Normative Community Approach"; this approach supports and empowers our residents helping them to successfully learn and develop the necessary social and life skills for independence.

Midway Shelter provides youth with an accepting, supportive and meaningful environment to engage youth in learning in a positive milieu. The values that determine the positive norms of the program include belonging, acceptance, skill building, contributing, learning, growing to potential, friendship and youth development.

## Shelter Point System

As mentioned above, Midway Shelter has a point system that measures the youth's progress toward personal/treatment goals. Each youth can choose to earn points two times daily and learn to self-monitor their behavior. Each youth has four program goals and the other five goals are aligned with the youth's treatment plan and/or improving their behavior management skills. The youths advocate will guide the youth on what personal goals may be good to work on and assist the youth with filling out his point sheet on a weekly basis. Youth give and accept feedback from each other in a group setting; feedback is intended as a means of helping and facilitating growth and understanding. Points are tallied each day and are used to support the youth's effort with both tangible as well as status-related rewards.

## Life Skills Training

Each youth participates in life skills training. Skill development training is intended to give the youth needed training in personal living skills so independence can be achieved. Youth learn to take responsibility over their living space and assist with the up keep of the program in a way that is beneficial and rewarding to them. Training in the following areas is practiced as part of the residential curriculum on a daily/weekly basis:

- Improving self-concept
- Building self-esteem
- Learning to accept praise
- Learning to focus on strengths
- Learning to accept responsibility for self
- Building competencies
- Learning to set goals
- Improving inter-personal skills
- Learning consumer skills: wellness choices
- Making decisions and solving problems
- Learning daily house chores
- Food preparation
- Shopping for food
- Conflict Resolution skills

Structuring these activities to fit in the daily schedule is a simple yet effective way to insure the youth work together and at the same time enhance their independent living skills. These skills will prove to be valuable to them as they progress through life and learn to be a responsible and respectful young adult.

## Individual Counseling

Youth are provided individual counseling by the Program Director, Clinician, Clinical Case Manager and/or Advocate (to the extent of the qualifications of each person in those roles). Given the youth's circumstances and the short-term nature of the program, most youth are

not appropriate candidates for standard, uncovering psychotherapy. Most of the youth, upon intake, are identified as having a history of acting out behaviors; they need help in identifying alternatives to problematic behavior and to identify the patterns of behavior which have had negative effects in their life. Through counseling we assist the youth in making internal changes so they can gain a greater sense of self, we give them the needed tools to develop coping skills, build self-reliance and develop strategies that will assist them within the program, at home, school, and community.

Individual counseling meshes with the milieu's treatment. The counselor's relationship with the youth has a consistent, structured quality that adds to the youth's sense of security at the program. The counselors provide an environment which is inclusive, safe, respectful, and caring, this combined with the stabilizing relationship with the Clinical Coordinator and other key staff forms the basis of all rehabilitative services within the shelter.

### **Group Counseling**

Youth placed at the shelter are likely to present a low self-concept, low self-esteem, with a focus on weakness and many have lost sight of their strengths. Group counseling has proven to be an effective form of learning, youth can share experiences, learn from one another, and know that many youth have similar problems as they do; they are not the only ones struggling with an issue. The weekly group counseling sessions give the youth a place to establish goals, gives them a sense of belonging, strengthen peer relationships' and learn that making mistakes is not the end of the world.

The groups at Midway Shelter are curriculum driven and are designed to mesh with the daily rehabilitative service provided at the shelter. The groups provide a healthy atmosphere of sharing and learning from group members. We develop great cohesiveness among the youth and youth are more productive and are challenged to change negative behaviors. We see positive outcomes in youth self-images and healthy peer relationships are formed and built upon through the group process.

The Normative Community Approach engages the peer culture in designing and implementing group counseling sessions. The group process at Midway Shelter is done in a safe and comfortable environment. The youth learn to work out issues by talking, interacting, and through discussions gain greater insight in their own thoughts and behavior. They learn to give suggestions and support and benefit from the social interactions and improve interpersonal relationships. They learn empathy and take the skills learned into the outdoor world.

Because many of the youth we service are not highly verbal, particularly in a group setting, various therapeutic techniques are used in the delivery of group services. Topics are geared toward developing the youth's interpersonal skills so change takes place internally, the youth learn to express themselves and carry these skills forward into young adulthood. Each week the Clinical Coordinator facilitates a **Substance Awareness Group**; to complement a weekly AA group which occurs in the program facilitated by local community members. As an educational, as well as a clinical, group the youth gain a deeper understanding of

substance abuse as well as the necessary steps to making healthier lifestyle choices. The Clinical Coordinator along with the educational staff also facilitates a **Team Building and Trust Development Games Group**. This group challenges the youths to work on issues of trust, helping them to address their current circumstances and barriers to developing strong interpersonal relationships.

On Sundays and at one other time in the week youth participate in a **Positive Peer Culture Group**. This group focuses on the youth's current family circumstances providing the youth counseling and support. The group's curriculum is designed to bring the youth through a structured problem solving approach working through the youth's current difficulties and challenges with their families. This group, over the past 18 years, has become particularly useful at helping participating youth address their interpersonal challenges that confront them.

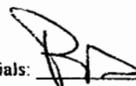
**House Meeting** is a weekly group which provides participants with the opportunity to take ownership over the day to day operation of the program through making choices of what daily chores they will be responsible for during the week. Through the house meeting format participants learn the necessary life skills of planning, organizing, and implementing their daily goals and gaining life experiences through day to day living skills. This group teaches the youth to do their share of house duties, support others, and to be responsible and reliable to self and the larger group. This group further reinforces developing the youth's interpersonal and social skills.

**Community Meeting** is a weekly meeting in which all youth and staff participates in. During this meeting the programs mission statement is reinforced "**To be responsible and respectful to myself and the community**". The program community is united by the mission, thus the group creates a sense of membership, belonging, acceptance and holds all community members' accountable to their behaviors. The group, through the process of feedback, provides the youth with the necessary skills to develop interpersonal and pro-social skills. The staff is highly skilled at assisting the youth to understand the norms and expectations within the community and how these expectations relate to the youths individual goals. This meeting is also a place for the program to celebrate special occasions, for the youth to receive personal rewards and celebrate personal successes.

**Access to AA.** Over the past 18 years Midway Shelter has developed an outstanding relationship with Alcoholics Anonymous. On a weekly basis the local chapter of AA has their meetings at Midway Shelter. The youth who have this as a goal on their treatment plan and have substance abuse issues are encouraged to attend this meeting. The AA members help by providing firsthand knowledge of the road to recovery as well as the pitfalls and dangers experienced along the way. The youth at Midway Shelter take this meeting seriously and the presence of responsible adults from the community adds to the effectiveness of this meeting and assist the youth with their own personal fight with substance abuse issues.

## **Substance Abuse Services**

Contractor Initials:



Date:

5/10/11

Many youth come to the shelter with histories of substance and alcohol abuse. The shelter works with the Division, family and youth upon intake and during the assessment period to identify the youth's needs with regard to substance or alcohol abuse treatment.

Midway Shelter holds a weekly substance abuse awareness group facilitated by the Clinician and on occasion brings in guest speakers who are "experts" in the field of substance issues. The curriculum is designed for the teenage audience and has a variety of learning strategies to keep the youth interested. The learning strategies vary from lecture, written material, video, and hands on activities. Youth who have an identified need in this area have goals and objectives in their treatment plans, and substance abuse awareness issues are worked on through-out the week. Youth learn to identify patterns of behavior that go hand in hand with their individual difficulties. Youth also receive individual counseling, group counseling, and are given the opportunity to develop concrete coping skills. The Program Director, Clinician, Clinical Case Manager, Nurse, and Counselors remain an important resource for families of the youth, providing supportive counseling, information and strategies for addressing the challenges that confront the child with substance abuse issues.

### Daily Schedule

A regular schedule, one that is predictable and provides youth with structure and predictability in their day is also an important aspect of successful programming within Midway Shelter. The school and daily schedule can be found within the appendix of this proposal.

- a. **The facility shall demonstrate in their proposal that they have the ability to complete the following evaluations, whether through their own staff or a Division approved sub-contractor relationship:**

## **Diagnostic Evaluations and Drug/Alcohol Assessments**

Over the past seven years Midway Shelter has been providing the Diagnostic Evaluations and Drug/Alcohol assessments to youth at the program. We feel this service has streamlined the delivery of service for the Division to meet the needs of the youth and families. Providing these evaluations at Midway Shelter has given the Division the ability to provide services in a more comprehensive approach and has aided in the permanency planning for the youth. The Division has the ability to keep the youth in a secure, safe placement while having this valuable service performed and affords the Division the ability to keep the youth in one placement and not having to place the child in multiple placements to have this service performed.

- i. Alcohol or drug abuse evaluation performed by a staff member who meets the qualifications identified in He-C 6344.**

NFI North has agreements with a consulting contractor who meets the staff qualifications identified in He-C 6334

- ii. Diagnostic Evaluation performed by a staff member who meets the qualifications identified in He-C 6344.**

NFI North has an agreement with a consulting contractor who meets the qualifications identified in He-C 6334.

- b. The Contractor shall submit a plan to complete evaluations based of the following guidelines:**

NFI North will provide a plan based on the following:

- i. Evaluations shall only be conducted on adjudicated residents, identified by the Division's referring staff as in need of this service.**
- ii. Evaluations shall be completed within a 21 to 30 calendar day time-frame. The time frame for completing evaluations begins on the day of admission.**
- iii. Evaluations are complete when the written document has been mailed to the Division's referring staff.**

Quality Evaluations and Assessments will be conducted at Midway Shelter on adjudicated youth who are identified upon intake by the Division as needing this service. The Probation and Parole Officer, when making their intake phone call to the program, will identify the youth as needing this service. This will become the official referral. Evaluations will be completed within 21-30 days from the point of admission into the shelter and it is the expectation that evaluations will be considered completed at the point the document has been mailed and/or faxed to the Division staff. Midway Shelter has always worked in a cooperative spirit with the Divisions and in some cases performed evaluations with very

short notice by the JPPO and was done so in a professional accommodating manner. We will propose doing thirty LADAC and thirty Diagnostic evaluations per year.

Midway Shelter has done a great job over the past seven years in completing the evaluations within this timeframe. Evaluations will be/and have been completed within the 21-30 calendar day timeframe. The timeframe for completing evaluations begins on the day of admission. The evaluation will be considered complete when it is mailed and/or faxed to the Division.

- c. **Alcohol or Drug Abuse Evaluations, at a minimum, shall contain the following information per Policy 75(a) "Alcohol and Drug Abuse Individual Outpatient Counseling Services":**
  - i. **the reasons for referral;**
  - ii. **problem identification including social, mental and medical causes;**
  - iii. **psychological and social history;**
  - iv. **strengths of the client and, when appropriate, the family;**
  - v. **degree of danger to self or others;**
  - vi. **history and present level of risk for abuse or neglect;**
  - vii. **history and present level of substance abuse;**
  - viii. **history of mental illness and present mental health condition, including diagnosis, presenting symptoms, and the severity of risk for children; and**
  - ix. **professional impressions and treatment recommendations.**

Midway Shelter will continue and is prepared to conduct Drug and Alcohol Abuse assessments and have the above required information as per Policy (75a). The assessments will have the involvement of the programs Clinician to coordinate and arrange for the evaluations to be conducted. NFI North has contracted with a highly qualified experienced Licensed Alcohol and Drug Counselor. NFI North will conduct the requested amount of evaluations and meet all required guidelines outlined above.

- d. **Diagnostic Evaluations at a minimum shall contain the following information per Policy 75(c) "Diagnostic Evaluation Services":**
  - i. **reasons for referral;**
  - ii. **problem identification including history of present illness;**
  - iii. **family and social history;**
  - iv. **current mental status examination;**
  - v. **presentation and behavior;**
  - vi. **psychological testing, interpretation and diagnosis, if appropriate and if testing has not been done within one year, or if the testing is required for a second opinion by the court or the Division;**
  - vii. **psychiatric or substance abuse diagnosis;**
  - viii. **the severity of the disease, if applicable and its presenting symptoms;**
  - ix. **dates and significant details of sessions;**
  - x. **clinical impressions;**
  - xi. **conclusions and treatment recommendations; and**
  - xii. **evaluator's name, signature, and date of report.**

NFI North has seen how valuable these assessments have become to the Division and the youth in care. NFI North is committed to continue to work with the Division on providing

this service and will continue to assist the Division in optimizing this resource at shelter care. NFI North will provide the needed number of assessments required over the next year and have the assessments done in accordance with Policy 75(c). NFI North has contracted with an experienced highly qualified Licensed Mental Health Counselor to perform these evaluations.

**4.3 Family Component**

**The program shall incorporate a family-centered focus that is reflected in the program's milieu. The facility shall have a family component that emphasizes on-site services. The primary focus will be that the program's philosophy endorses a family-centered model. It is expected that the program shall, at a minimum, provide the following services to families:**

NFI North and Midway Shelter continue a long history of having a strong commitment to working closely with families. Midway Shelter has a strong track record of having a family centered approach which compliments the array of services provided at Midway Shelter. Midway Shelter responds to family needs quickly, professionally, and establishes positive working relationships so barriers between the family and their youth in care can be resolved. Midway Shelter provides families with intensive short-term family work, by improving family communication, improving family relationships, providing the family with community resources, and assisting the families with identifying strengths the family can build upon. Midway Shelter's goal is to work with the Division on permanency plans/concurrent plans as outlined in the child's case plan. Midway Shelter involves families in the treatment plan process, soliciting input so plans are child/family focused.

- a. supportive system of verbal and written communication with families;
- b. flexible visiting hours;
- c. supervised visitation at the family's convenience;
- d. supportive services that promote family reunification when identified by the Division's referring staff;
- e. services and activities that promote family involvement at the facility from intake to discharge;
- f. parental education and family counseling;
- g. facilitate and supervise telephone communication between residents and family members; and
- h. be available by telephone to respond to family members' routine inquiries on nights, weekends, and during resident home visits.

Midway Shelter provides the following family centered services on a daily basis which meets the criteria above a-h.

- Provide both verbal and written communication to the families throughout their child's stay
- Clinical Case Manager calls family upon youth intake
- Provide families with program manuals outlining program services and program contact information upon youth's intake, mailed to families if not given in person

- Provide families with advocates name assigned to their child
- Provide weekly phone calls to update the family on their child's progress and check in with the family
- Flexible visiting hours to accommodate the family's schedule
- Flexible calling hours to accommodate family's schedule
- Facilitate phone calls between the family and their child
- Supervised family visitations as outlined in the treatment plans and in accordance with the request of the court and division
- Family centered activities 1x a week family day
- Monthly family celebration days
- Family groups for family education/counseling as input gathered from the families
- Provide family conflict resolution groups
- 24/7 family availability to program staff
- Provide families with needed resources in their home communities
- All policies at the program convey an awareness of the diversity of families that is respectful friendly and non-judgmental

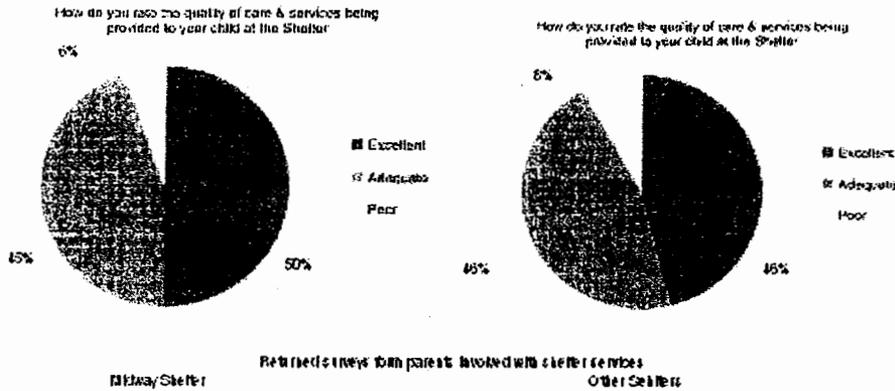
NFI North will continue to work closely with the Division to support the family goals as outlined in the case plan and work on permanency goals. NFI North in concert with the Division have worked to design and refine a comprehensive array of services offered at Midway Shelter that effectively meets the needs of the children and families in New Hampshire. Our capacity to deliver family services in a highly professional and flexible manner makes us a unique service in that we can meet the strategic goals of the Division by keeping families connected and helping to facilitate them toward services in their communities they will need. This on-going cooperative approach will serve to strengthen the family as a whole. NFI North fully supports the Division's efforts of achieving permanency for families. NFI North sits on several of the "Framework for Collaboration" work groups throughout the state and will continue to partner with the Division so the goal of permanency for all families can be achieved.

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The charts below show that half of the families served by NFI's Midway Shelter view the services as excellent, which is slightly above the ratings in comparison to other shelters.

**Parent Responses Compared to Other Shelters**



*[As reported at last site review]*

**4.4 Medical**

- a. **The medical component will, at a minimum, include nursing coverage in order to assist staff in the administration and monitoring of medication.**

Midway Shelter will continue to have nursing coverage to assist staff in the administration and monitoring of medication. The program has an RN on staff and is able to utilize the organization's pool of RN's in the event additional coverage is needed. We also have arrangements with local nurses to help insure coverage in the event of an emergency.

- b. **Minimally, it is expected that the Contractor shall secure the services of a registered nurse, or unless an alternative medical staffing plan is approved by the Division, for a minimum of 2 hours daily.**

Midway Shelter has a registered nurse on duty a minimum of 2 hours daily or on-call. NFI North has always kept the Division fully apprised of any alternative nursing plan it has had to develop over the last 18 years. As stated above, NFI North has registered nurses in their employ in which they can call upon to assist when needed at Midway Shelter.

- c. **The medical provider(s) shall conduct health care assessments with all new admissions, sick call and oversee the administration of medications. They will also establish safeguards through training staff on medication administration, monitoring and storage.**

Midway Shelter provides regular health screening for youth within the shelter and has established strong working relationships with local health providers. The nurse at Midway Shelter meets with the youth in need of medical services on a daily basis and is on-call for

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weekend and night medical needs. The nurse trains all staff in the administration, monitoring, and storage of medication which complements the training the staff are offered through Granite State College called "Residential Medication Training".

- d. Youth due for a medical examination through the Child Health Assurance Program (CHAP) in accordance with He-W 504.10 will receive this service within 30 days of admission.**

Youth who are due for medical examination through the Child Health Assurance Program (CHAP) in accordance with He-W 504.10 will receive this service within 30 days of admission.

- e. The Contractor shall also have to comply with all of the other health care requirements in the Standards.**

Midway Shelter complies with all health care requirements in the standards to include policies on He-C 6350.25 and He-C 6350.20(2) and 6350.20(g) (h7). The nurse, upon intake of the youth, completes health assessments within 24 hours of the youth's admission. The youth receives a physical examination performed by a licensed nurse practitioner and/or physician within 3 weeks of their admission into the program. All medical authorizations are obtained within 5 days of the youth's intake. All this information is documented in the child's medical file at the program.

- f. The Contractor shall have reasonable access to the services of licensed health practitioners and dentists, including emergency services.**

Midway Shelter has excellent working relationships with licensed health practitioners in their region:

- Strong working relationship with Concord Hospital
- Strong working relationship with Hillsboro Family Clinic
- Strong working relationship with Newport Family Clinic
- Strong working relationship with New London Hospital

We have access to local dentists and eye doctors through our relationship with New London Hospital.

- g. The Contractor will not bear the cost of medical services authorized by the Division and provided outside the facility, except for sub-contracted assessments, if any.**

Except in cases of emergency, NFI North will receive authorization from the Division for medical care prior to it being obtained. NFI North will refer all medical cost to Medicaid in accordance with the established authorization and billing procedures. In addition the

program has established positive working relations with Medicaid approved health care practitioners.

**4.5 Recreation.**

**The recreational component will be part of the daily schedule including a variety of highly structured and supervised activities. This shall include gender specific and age appropriate activities. Since containment and supervision of residents is an issue, it is expected that the Shelter will establish a number of on-site recreational, athletic and leisure activities. Activities in the community shall only be conducted when it is determined that the residents can be provided with high levels of supervision and support.**

Midway Shelter has developed an array of recreational services for participating youth. There is a minimum of 2 hours a day of organized recreational activity including weather appropriate outdoor activity. The recreation activities at Midway Shelter have been designed to offer consistency and encourage responsible decision making. We offer the participating youth innovative and flexible activities that meet the needs of the youth that are age appropriate and are designed to build self-esteem and personal character.

Midway Shelter is located on thirty acres of land with several large fields and trails for the youth to enjoy and participate in recreational activities year round. The recreational activities are curriculum driven and have a stated purpose of promoting self-growth and self-reliance. In the event recreational activities take place in the larger community high levels of support and supervision are provided to the youth. Midway Shelter from time to time may bring in guest speakers and/or instructors to expose youth to different activities, increase their awareness of such activities and enhance their chances of being successful when returned home. Activities of this nature may include:

- Learning how to do yoga
- Learning how to do wood carvings
- Learning how to meditate
- Learning poetry writing by New England College
- Learning how to blaze a trail and mark for public use
- Participate in activities at New England College

Other recreational activities that are provided to the youth at Midway include:

- On-ground basketball
- On-ground sledding
- On-ground soccer
- On-ground fishing
- On-ground baseball
- On-ground flag-football
- On-ground hiking
- On-ground team-building games
- On-ground pool playing

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- On-ground Ping-Pong
- On-ground weightlifting
- On-ground arts and craft activities
- Use of community low ropes course

Midway Shelter enjoys all the amenities that the south western part of the state has to offer. Midway Shelter is extremely vigilant in insuring that youth that participate in community activities are able to do so responsibly and are not at risk of eloping. The youth must prove themselves able to participate in activities in the outside community. As a result of this care the shelter over its seventeen years of operation has never had a successful run from the program while on a community trip. Midway Shelter prides itself on having the youth learn through the experience of how to work together cooperatively, providing support to their group members as well as learning to accept support and enhance their leadership skills.

**4.6 Education**

- a. **The educational component shall provide academic programming for each youth that meet the standards set by the New Hampshire Department of Education (DOE) for education services, specifically RSA 186:11, XXIX and Ed 1100, RSA 21-N:9,11, and Ed 400. The primary focus will be working with the youth's home school to ensure that there remains continuity in their education.**

NFI North's Midway Shelter educational component provides academic programming for each youth that meet the standards set by the New Hampshire Department of Education(DOE) for education services, specifically RSA 186:11, XXIX and Ed 1100, RSA 21-N:9, 11, and Ed 400. The program places a primary focus on working with the youth's home school to ensure that there remains continuity in the student's education.

- b. **The educational program may operate a traditional school year (ten months) with a two-month summer program. The need of any youth whose individual education plan calls for a summer program will be met.**

Midway Shelter School program operates a traditional school year with a published school calendar outlining a 180 days of school in accordance with Ed. 306.19 and in accordance with Ed.401.03. Midway School operates a two month summer program and also assures that the need of any youth whose individual education plan calls for an ESY (extended school year) plan is met in accordance with Ed 1110.01 and 300.16. We also meet all the guidelines published in Ed 400 (nonpublic school regulations)

- c. **If any youth is coded educationally disabled, the shelter care program shall comply with the procedures outlined by DOE for notification of the sending school district and provision of educational services in accordance with the James O. consent decree.**

Midway Shelter complies with New Hampshire Rules for the Education of Children with Disabilities dated June 30, 2008 and in accordance with the Disabilities Education

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Improvement Act of 2004. We comply with Ed 1117.05 to assure education services are in accordance with the James O consent decree.

- d. The educational component must also comply with the applicable requirements identified in He-C6350.20. The Contractor shall work with the Division, in conjunction with DOE, to determine the portion of the annual budget that is for educational services.**

Midway Shelter educational component complies with the applicable requirements in He-C 6350.20(b)(5),(e)(4)(i)(1)(2)(3) and RSA 186:11, XXIX, 1100, RSA 21-N:9, II. NFI North has a long history of successfully working with the Division and the Department of Education, to determine the portion of the annual budget that is for educational services.

- e. The Contractor shall comply with the provisions set by the State of New Hampshire regarding the standards for approval for private facilities and other non-district programs and the requirements to comply with the provisions of the James O. consent decree.**

Midway Shelter complies with the provisions set by the State of New Hampshire regarding the standards of approval for private facilities and other non-district programs and the requirements to comply with the provision of the James O consent decree.

- f. In addition, the Contractor's educational staff shall provide the Division with copies of the documentation required in He-C 6350.12(f)-(h). The Contractor shall be required to provide the final educational discharge summary to the Juvenile Probation and Parole Officer (JPPO) the day of discharge from the Shelter. The information will be used to draw the Division's attention to educational implications that may factor into the youth's ability to function in their local school setting.**

Midway Shelter's educational component will provide the Division with copies of the documentation required in He-C 6350.12(f)-(h). Midway Shelter's educational services will provide the final educational discharge summary to the JPPO the day of discharge for all planned discharges (business day) from the shelter. The information will be used to draw the Division's attention to educational implications that may factor into the youth's ability to function in their local school setting.

- g. It shall only be provided for non-coded, adjudicated residents, identified by the Division's referring staff as in need of this service.**

This information shall only be provided for non-coded, adjudicated residents, identified by the Division referring staff as in need of this service.

- h. The facility must be eligible to receive Title I, Part D funding.**

Midway Shelter has been eligible to receive Title I, Part D funding and will continue to apply for and receive this funding.

NFI North's educational services are described in detail below:

The Midway Shelter School is a private, non-profit day school licensed by the New Hampshire Department of Education as a special education program for students who are coded as emotionally disabled, multi-disabilities, other health impairments, speech and language and specific learning disabilities. We are also certified as a non-public school for attendance purposes only. The educational services are designed specifically to meet the unique educational needs of youth placed in a short-term environment. Education is provided in a manner that meets the educational standards while support the student that is in the midst of dealing with many psychological and emotional difficulties.

The school is firmly rooted in the idea that, with support, teaching and nurturing in a normalized environment, youth will develop the skills necessary to function successfully in the larger world. At the Midway Shelter School, all youth have the opportunity to experience success in the classroom, on the athletic fields and in their friendships as school personnel promote growth and learning in a safe environment.

Each youth will participate in an educational program that meets the requirements set by the Department of Education for a program of this type. Every youth will be assessed and evaluated upon intake. Assessments will be completed within five calendar days of admission into the program.

Upon arrival, the program's Educational Coordinator makes contact with the youth's sending school district to determine the educational level of the youth and to make sure the shelter's educational programming is consistent with work from the sending district. For the educationally coded youth, the Educational Coordinator requests all pertinent educational records as outlined in New Hampshire Rules for the Education of Children with Disabilities dated June 30, 2008 and requests a ten day placement meeting be held in accordance with (Ed 1117.05). NFI North's shelter program has established strong working relationships with the sending school districts throughout the state, thereby insuring the youth's educational work while in placement is consistent with their educational needs. Youth may also continue to attend their sending district school and/or attend the local LEA school, if deemed appropriate by the sending school, JPPO and Principal of Midway Shelter.

### **School Protocols**

Educational services are provided in a separate school building which is located on the grounds approximately 50 feet from the residence. The school building contains four large classrooms with one of the rooms serving as an art room. Midway Shelter has a strong technology program with student computers located in each classroom. Each computer is connected to the World Wide Web providing a high level of educational possibilities for participating youth.

Coded students are provided services in accordance with their Individual Educational Plan. Special Educational services that are not available within the school are coordinated with the sending district or coordinated with educational providers outside of the program.

Resources available within the youth's school district will be utilized as appropriate. The Educational Coordinator, for example, often has work from the sending district forwarded to the shelter's school program. In this manner the youth maintains important linkages with their school and continuity in the work completed.

The Educational Coordinator has overall responsibility for supervising the school and meets regularly with the residential and clinical staff. This person also is a member of the programs Administrative Team. The Education Coordinator and the Program Director maintain regular contact with the sending school districts. The Educational Coordinator is a certified Principal and teaching staff are certified in areas of study (see appendix for resumes). The educational program is also augmented by a Title One Teacher and Teachers Aide both who are certified Para-Professionals, providing supportive and ancillary services such as implement reading programs, math tutoring and assisting with therapy programs.

The school insures that student grouping is compatible with educational and IEP requirements and the daily duration of the students program is equal to regular school days unless otherwise specified by the IEP. The school operates a traditional school year (180 days). Progress notes along with transcripts at the end of the youths stay are submitted to parents, sending school districts and the Division. The program maintains documentation of on-going communication between the shelters school component and the sending school district. The school component also provides all the necessary textbooks and instructional materials in a pleasant attractive setting conducive to learning. All learning is done from a curriculum approved by the Department of Education. The school also provides students with the computer based Plato Learning System. This learning system can offer students the ability to take a variety of subjects, perform credit recovery, take assessments for grade level evaluation and is aligned with all the GLE's and GSE's for the State of New Hampshire. This learning system is compatible with 90% of school systems in the state.

School is in session Monday through Friday from 8:30-3:30, during the regular academic school year. The school offers academic, life skills, and pre-vocational courses and class work. Each teacher is responsible for teaching at least two subject areas. The school also provides physical education. During the summer months a recreation/experimental learning curriculum is implemented daily. This curriculum combines classroom, outdoors and project based learning to the youth. A variety of activities are done to include youth participating on ropes courses and being involved in community based projects.

The net effect of educational components, the regular academic school year as well as the two month summer program is an increased sense of self-worth and self-esteem for the participating youth. Young people who have experienced many cycles of failure, particularly within the educational environment, find themselves accumulating new success and are better prepared to reintegrate into a community school setting.

## Technology

NFI North's shelter programs are in their sixth year participating in the Federal E-Rate program. The program has provided each of the shelters with access to the internet, tools necessary for high speed connectivity and the resources necessary to make computers an integral tool within the program's classroom. The school component does an excellent job in utilizing the World Wide Web. The teachers prepare lesson plans; seeking out resources and material through this resource. Similarly, the student's use it as a resource for study and learning as well as their interest is now peaked through the availability of computer and internet technology.

In addition to the internet our E-rate funding has made it possible for all of NFI's educational programs to share a network domain that supports the educational activities of the organization. From a practical sense this means that educators between our 9 schools are able to share teaching resources electronically, enhance lesson planning and provide a richness within our educational services that few organizations can compete with.

### School Studies

In the study of Science, accommodations are provided for students of varying abilities and academic levels. Classes in the forms of lectures, first hand investigation, and hands on experiments arouse student interest and curiosity in topics ranging from the earth and physical science, to health, life science, and biology. A primary goal for all science students is to gain a better understanding of themselves in relation to the works around them. Popular and highly motivating magazines such as Science World, supplement the use of the traditional textbook materials.

The Mathematics program is tailored to the individual needs of each student. A curriculum evolving from basic math skills through more complex math functions is available to meet requirements of the IEP designed by respective school districts and program staff. Those students, for whom a more functional math program is practical, learn directly related to daily living. These may include consumer mathematics, timetables and schedules, and measurement. Small group and individualized instruction provide each student with the opportunity to receive unlimited attention from the classroom teachers and the skills for immediate problem solving.

English and Social Studies course offerings are individualized to meet the specific needs of each student. Courses within each of the content areas are focused on the acquisition and reinforcement of skills in reading comprehension and application of newly learned material to that previously learned.

The teaching of English courses on all levels includes appropriate grammar, spelling, vocabulary and writing skills. Students read grade level chapter books, short stories and articles. One day a week a New England College professor comes to Midway Shelter to teach the youth poetry writing and the youth on a two week schedule will go to New England College to sit in on college level poetry classes. The youth find this to be extremely enjoyable and exciting as part of their English classes.

Language Arts courses are provided for those students who require remedial help. Content stressed include vocabulary, spelling, and effective written and oral expression, reading, and comprehension skills. Regular texts are supplemented with newspapers and special editions of popular novels and biographies.

New Hampshire history is also taught as part of the regular school curriculum. Students come to learn about New Hampshire's growth as a state and the important individuals from New Hampshire who played key roles in the development of the country.

NFI North offers the following:

- Licensed Special Education School for: ED, OHI, MD, S/L, L/D youth
- Certified as a Non-Public school (attendance purposes only)
- Certified teachers in Special Education and regular education
- Certified Para-Professionals
- Excellent school room technology access
- Access to the Plato on-line course Learning System
- Access to consulting educators
- Curriculum aligned to the GLE's and GSE's
- Curriculum driven Experiential Education program
- Access to New England College for specialized course offerings to the youth
- Provide wellness education
- Provide Life Skills curriculum course

**4.7 Transportation.**

Midway Shelter will continue to provide transportation service as outlined in the RFP. NFI North will continue to monitor the transportation service it provides and will continue to provide the Division monthly data on the amount of transportation being utilized. The program has two 7 passenger vans to be used for providing transportation. It will be essential for the shelter to have the capacity to address "peak" transportation times and as a result consult with the Division on usage and cost. The shelter currently uses program staff to perform the transportation services and have found having the Division staff request this service upon the youth's intake has been extremely helpful in the planning of transportation for the youth.

<b>FY10 Transports by Month</b>	
<b>Month</b>	<b>Number</b>
July	7
August	8
September	6
October	9
November	9
December	10

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January	8
February	7
March	15
April	12
May	12
June	6

**a. The transportation component shall include transportation to/from:**

Midway Shelter transportation component includes transportation to:

- i. local medical, dental or behavioral health related appointments;
- ii. Division-authorized home visits;
- iii. Division-authorized court appearances; and
- iv. for any transportation required as part of the Contractor's recreation and school component.

**b. The Contractor is not expected to provide transportation to other facilities.**

When transporting to court appearances and the plan is for the child to return to the shelter it is the practice of NFI North's shelter program to stay with the youth. The shelter transporter is not available to testify in court, however if this is the intent of the Division then this must be arranged through the clinical team of the shelter prior to the transport. When the plan is for the child not to return to the shelter staff shall pass the youth on to a responsible adult. Transportation services provided by the shelter are designed for youth who are not at risk to themselves or others or who do not require secure transportation due to eminent risk of elopement. Transportation services for youth meeting this need shall be arranged through the Division.

The shelter program does not provide transportation to other facilities.

- c. The Contractor shall ensure that any vehicle used for transportation of residents will be properly registered and insured, and that the driver must hold a driver's license valid in the State of New Hampshire and also be insured.**

All of NFI North's vehicles and any vehicle used by the organization for transportation of residents are properly registered and insured, in addition drivers must hold a valid drivers' license and also be insured.

**5. Discharge Procedures**

**It is expected that residents will be discharged in accordance with the plan devised by the Division's referring staff. Any other discharges must fall within the criteria, which would exclude a resident from participation in the program (see population served).**

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With the exception of extreme cases, all residents will be discharged in accordance with the plan devised by the Division's referring staff. Any other discharges must be the result of the youth's inability to participate in the program, such that they would not currently meet intake criteria as outlined in section 2. Population Served: 2.3 a-e of this RFP. NFI North works in a problem solving mode to determine what supports the program can provide to give the youth every opportunity to be served within the program. Youth are not discharged for non-compliance or resistance to participate appropriately within the program.

- 5.1. The Contractor shall promptly notify the Division's referring staff of the decision to discharge a resident from the program. The discharge will not occur until after 48 hours of notifying the Division's referring staff during the week, or until after 72 hours of notifying the Division's referring staff on a weekend.**

The Midway Shelter Administrative Team works closely to maintain communication with the Division referring staff for youth that are at some risk of discharge. The goal of this communication will be to discuss interventions and/or behavioral strategies that might assist the youth to participate successfully in the program and maintain a positive placement. In the event that a youth needs to be discharged outside the devised plan of the Divisions referring staff, member of Midway Shelter Administrative Team will promptly notify the Division staff of this decision. The discharge will not occur until at least 48 hours of notifying the referring staff during the week and 72 hours during the weekend unless agreed by the Division staff.

- 5.2. For all discharges initiated by the Contractor under the above provision, a discharge summary will be submitted to the Residential Program Specialist, with a copy to the Division's referring staff. This summary will be submitted within 5 working days of the discharge.**

All discharges initiated by Midway Shelter under this provision are followed by a discharge summary submitted to the Residential Program Specialist, with a copy to the appropriate Division field staff. This summary will be submitted within 5 working days of the discharge.

- 5.3. For residents that complete the program and are planned discharges by the Division, the Contactor must comply with the discharge process identified in He-C 6350.12(f)-(h), provide the discharge summary to the JPPO on the day of the discharge, and forward a current copy of the Child's Information Form to the next placement.**

For residents who complete the program and are planned discharges, Midway Shelter will comply with the discharge process identified in He-C 6350.12(f)-(h). NFI North would like to negotiate with the Division on time lines for the submittal of the discharge. This discharge summary to be done thoroughly requires thought and adequate preparation and having to complete the summary on the same day of discharge will be a hardship for the program and will not adequately serve the youth. We propose having the discharge summary done within ten days of discharge. In addition NFI North will forward a current copy of the Childs Information Sheet to the youth's next placement as long as this sheet was provided by the referring staff upon intake.

- 5.4. In the case of a runaway, the Contractor shall comply with He-C 6350.34, unless otherwise instructed by the Division's referring staff that the youth's participation in the program was terminated. In those instances, the youth's participation will remain open until the day that the Contractor is notified by the Division's referring staff to terminate it. However, under no circumstances shall the Contractor, nor the Division, hold an authorization open for a runaway longer than provided for in He-C 6350.34.

NFI North will expect to be reimbursed by DCYF or DJJS at their authorized board and care and treatment rate for up to 10 days if Midway Shelter meets the conditions listed in He-C 6350.34.

NFI North will fully comply with He-C 6350.34(a) (1-2) (b) (c). Midway Shelter will remain available to expedite the return of the child to the facility in the event of elopement as long as the child has not been placed into another DCYF or DJJS funded residential facility during that timeframe. NFI North Midway Shelter will not bill Medicaid during the time the child is absent without leave and if it is known at the time of the child running away that the child will not be returning to the program. Midway Shelter will close out immediately the payment of authorization.

#### 6. Staff Qualifications and Training

- 6.1. Staffing shall conform to all of the minimum regulatory requirements for a Shelter Care Facility. The minimum staff/child ratio is 1:5, as defined in He-C6350.02(ac). There will be at least two awake night staff during sleeping hours. The Contractor shall demonstrate they have relief staff and the ability to respond to crisis or emergency situations. The Contractor shall also demonstrate that they have an on-call system with the administrative staff to provide support and consultation to direct care workers.

Staffing within the shelter program conforms to requirements He-C 6350.02 (ac). Midway Shelter will continue to provide high levels of supervision and individualized care 24 hours a day 365 days a year. The ratio of staff to youth with no less than 1:5 during waking hours. Two awake staff will be available overnight and adequate back-up staffing will be provided. Relief staff will be available on an on-call basis to provide coverage when a staff member is ill or on vacation. Relief staff also provides staff coverage at times when hiring staff is pending. Each staff person at Midway Shelter is trained in Crisis Prevention and Intervention and is available to counsel youth any time during the day or night. NFI North has a tested on call system which includes all administrative staff of NFI North. NFI North employs two Regional Directors that oversee all Shelter Care operations in the state and both are well versed and knowledgeable in shelter care operations.

- 6.2. The staff shall include administrative and direct care staff as well as consultants and support staff needed to operate the facility. The Contractor shall work with the Division to determine the portion of staff time that is reimbursable as Medicaid services, including obtaining worker time samples.

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The staff includes administrative and direct care staff as well as consultants and support staff needed to operate the facility. NFI North will work with the Division to determine the portion of staff time that is reimbursable as Medicaid service, including obtaining worker time samples as outlined in He-C 6420.08(a-d).

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The following is a breakdown of staff positions working within the Shelter:

**Program Director**

**1 FTE**

The Program Director is responsible for the overall operations of the program. He/she supervises the management team, comprised of the Assistant Director, Clinical Coordinator, Educational Coordinator and Shift Supervisors. This individual possesses a Bachelor's Degree in Human Services or related field and at least five years human service experience. He/she is supervised by the Regional Director for the region.

**Assistant Program Director**

**1 FTE**

The Assistant Program Director oversees the operations of the residential component of the shelter. He/she is responsible for insuring staff scheduling, management of petty cash, food shopping, oversight of the physical plant, supervision of staff and serves as a key management support for the Program Director. This individual possesses a Bachelor's Degree in Psychology, Sociology or related field and has two years' experience within a residential setting.

**Clinical Coordinator**

**1 FTE**

The Clinical Coordinator oversees the clinical services delivered within the shelter. He/she provides clinical supervision of training for staff, individual, group and family counseling and oversees the development and implementation of the youth's individual treatment plan. The Clinical Coordinator also supervises the Clinical Case Manager. This individual possesses a Master's Degree in Social Work, Counseling or related field and has three years clinical experience.

**Clinical Case Manager**

**1 FTE**

The Clinical Case Manager works under the supervision of the Clinical Coordinator to provide family centered services to the families of participating youth. He/she provides family centered in-service training to staff, runs family groups and organizes family days. In addition the Clinical Case Manager works directly with each youth's family in order to meet their individual goals as defined within the individual treatment plan process. This individual possesses a Bachelor's Degree in Social Work, Human Services, Psychology or related field and has one year experience working with families.

**Shift Supervisors**

**2 FTE**

Shift Supervisors are responsible for operating specific shifts within the shelter environment. Shift Supervisors work directly with staff and residents to facilitate the daily schedule. He/she serves in a leadership capacity providing on line supervision to program staff and supportive services to participating youth. Shift Supervisors have a Bachelor's Degree in Human Services, Social Work, Psychology or related field and at least one year residential experience working with adolescents or a two year related degree and two years' experience working with adolescents.

**Educational Coordinator**

**1 FTE**

The Educational Coordinator is responsible for educational services within the shelter. He/she supervises the school staff, oversees the development and implementation of curriculum and assures student's individual educational needs are being addressed. The Educational Coordinator has direct and regular contact with the student's school district in order to assure the youth's work is in keeping with their educational needs. The Educational Coordinator possesses a minimum of a BS in Education and Certification in Special Education with three years teaching/human service experience.

**Direct Care Counselors**

**11 FTE**

Each Direct Care Counselor works to support the day to day operations of the shelter and serves as a positive adult role model. Counselors supervise participating youth during the course of the shelter's daily schedule, insuring a safe and productive environment. Direct Care Counselors also help facilitate groups, activities, chore time and other structured events during the course of the programming day. In addition Counselors serve as Advocates for individual youth as assigned by the administrative team. Counselors have at least two years post-secondary school education in Human Services, Psychology or a related field and/or two years' experience working with children/adolescents.

**Teacher**

**2 FTE**

The shelter's Teachers work closely with the Educational Coordinator to insure the implementation of a strong academic experience for each participating youth. The Teacher plans for daily instruction in assigned topic areas, teaches classes in assigned subject areas and helps to facilitate the workings of the shelter program's school. The Teacher possesses a BS in Education and certification in specific academic subject areas.

**Teacher's Aide**

**1 FTE**

The Teacher's Aide supports the operations of the school, providing one on one tutorial assistance to students and helping to facilitate classes under the supervision of the teaching staff. The Teacher's Aide possesses a minimum of an Associate's Degree in Education, Human Services or related field.

**Title 1 Teacher Aide**

**1 FTE**

The shelter's Title One Teacher Aide works closely with the Educational Coordinator to insure the implementation of a strong academic experience for each participating youth. The Title One Teacher Aide along with the Teacher plans for daily instruction in assigned topic areas, teach classes in assigned subject areas and helps to facilitate the workings of the shelter program's school. The Title One Teacher Aide possesses an Associate's Degree.

**Nurse**

**.5 FTE**

The Nurse is available at least 2 hours per day and for emergency calls to address the individual health needs and concerns of participating youth. At intake the nurse provides a health screening for the youth to insure the child's overall well-being and to determine what medical/health needs are to be addressed. The Nurse coordinates health care provision with outside health care providers and serves as a training resource to staff. The Nurse is a licensed RN preferably with a BA in Nursing.

**Licensed Practitioner**

Contractor Initials:



Date:

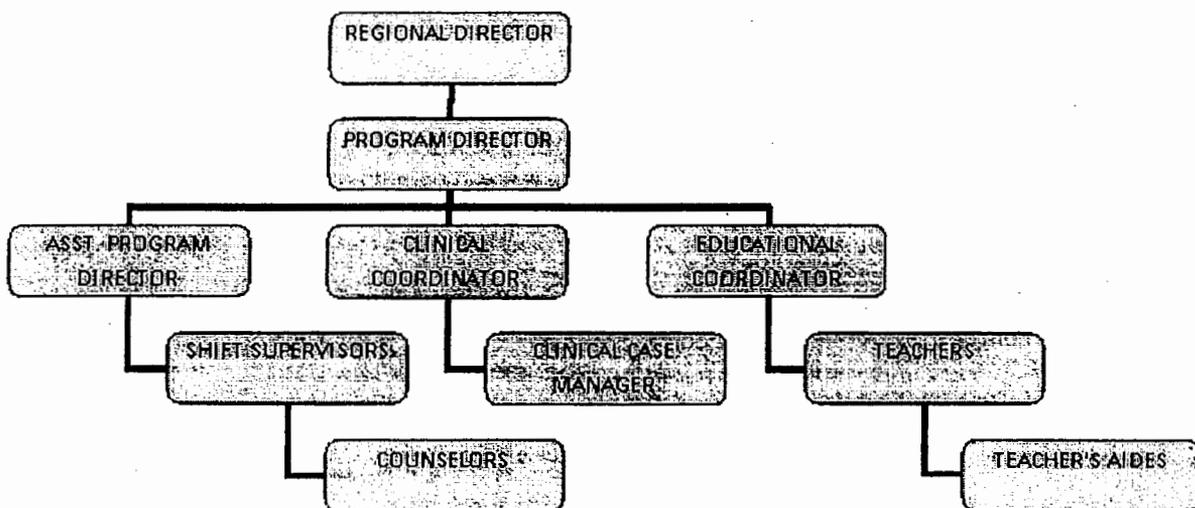
5/10/11

The Licensed Practitioner provides clinical consultation and support to the Clinical Coordinator and other staff as needed. He/she also reviews and signs off on treatment plans. He/she is available to the program 4 hours per week. This individual is a licensed Mental Health Counselor.

**Clinical Consultants**

NFI North has developed a strong array of clinical consultants that are available to support the operation of this shelter care facility. The program utilizes a dietitian for the purpose of reviewing menu and meal preparation practices. Eric Geaumont MA, LCMHC will provide support for the Diagnostic Assessment component of the program and serve as the licensed practitioner who is available 4 hours a week to review treatment plans and provide clinical consultation. The Agency’s Medical Director, Dr. Daniel Rosenn, MD is also available for specialized consultations and trainings.

An organizational chart identifying staff positions and lines of authority is found below:



***On Call and Emergency Services***

NFI North’s management maintains a very strong on call and emergency services protocol. The on call system responds to emergency situations based on the level of need presented by the circumstance. Program Directors are on call carrying cell phones and pagers and are available to respond via the telephone or by coming on site in person to deal with emergencies. Each program has a primary on call and a backup. Both of whom may be mobilized to respond to a situation. In addition, the on call and emergency services component of the organization expands beyond the program level into the larger Agency. Members of NFI North’s Administrative Team are also on call 24 hours per day and 7 days per week. At the Administrative Team level additional resources can be commanded to meet the need presented by a given circumstance.

Contractor Initials: *RD*

Date: *5/10/11*

NFI North employs nearly 260 staff between its operations in New Hampshire and Maine and is able to mobilize, if necessary, a pool of experienced staff to respond to a crisis situation.

- 6.3. The following requirements must be adhered to by the Contractor when staffing the facility:**
- a. all staff are at least 21 years of age;**
  - b. any staff with driving responsibilities must have a drivers license valid in the State of New Hampshire and a good driving record;**
  - c. the Program Director must be full-time and, at a minimum, must meet the requirements for the position identified in He-C4001.19(e);**
  - d. medical staff must be licensed as such by the appropriate licensing board;**
  - e. educational staff must meet DOE requirements;**
  - f. child care workers must meet the requirements identified in He-C4001(19);**
  - g. the prescribing practitioner shall be licensed as a behavioral health care professional by the NH Board of Mental Health Practice; and**
  - h. all other support staff shall have appropriate degrees for their discipline, experience with adolescents and if required by New Hampshire, duly licensed, registered or certified to practice in their profession.**

Midway Shelter adheres to all the requirements listed above a-h for staffing the facility. This is further amplified by all the current licenses and certifications Midway Shelter has in place. Midway Shelter was granted a three year license to operate a Residential Child Care License in January 2010 and met all the requirements for staffing outlined in He-C 4001.

- 6.4. Staff will be trained in accordance with He-C 6350.11(i)-(m). There will be an emphasis on training that prepares staff to care for adolescents in a short-term program. All staff, as part of their orientation, shall be trained in first aid/CPR, physical intervention and de-escalation techniques, and will read and acknowledge understanding of the NH Domestic Violence Protocols.**

NFI North has an agency orientation training program in which the Program Director is responsible for implementing for Midway Shelter. NFI North offers trainings in clinical and administrative issues as well as immediate skills training. Trainings are in accordance with He-C 6350.11(i)-(m), as well as offering agency required training. In addition to classroom, seminar format, computer based and webinars, Midway Shelter implements training for newly hired staff. This training has new staff shadow experienced staff for two weeks prior to being alone with the youth in the program. This ensures that new employees have time to observe and then practice important policies and procedures. Trainings agency wide are done on a quarterly basis and employees are signed up to take a set of core trainings. Core Trainings consist of:

- Agency Orientation and Introduction to the Normative Approach
- First Aid/CPR
- Infectious Disease Control, Blood Borne Pathogens and OSHA Requirements
- Crisis Prevention and Intervention
- New Hampshire Domestic Violence Protocols

- Family-Centered Practices of Child Care
- Emergency and Safety Procedures
- Behavior Management
- Professional Boundaries
- RSA 169-C:29, the child protection reporting law
- Fire Safety Policy and Responsibilities
- Cultural Competency
- Medication Administration
- Group Counseling

All direct care staff receive forty hours of training yearly of which fifteen hours of supervision can be applied to this training requirement. Each employee has a training record as part of their personnel file and the Program Director is responsible for the maintenance and up keep of this record. Also documented are college courses staff may have taken and it is understood these courses must relate to He-C 6350.11(j)

Midway Shelter currently went through their Residential Child Care License review in January 2010 and all staff meets the requirements of having documented forty hours of training yearly.

**7. Other Programmatic Considerations**

- 7.1. The physical environment must be used exclusively for child care and must meet state and local requirements. This includes licensing, health and safety codes. It is also the responsibility of the Contractor to secure appropriate zoning if required by the local town. The Contractor is responsible for furnishing the facility in a functional and attractive manner. When possible the living space for the adolescent population should be normalized.**

Midway Shelter is situated in a state of the art residential building located in Bradford, New Hampshire. Midway Shelter has met all state and local requirements to include licensing health and safety codes. All zoning requirements have also been met. This is a beautiful facility located on thirty acres of land with many on site amenities as well as all the amenities southwestern New Hampshire has to offer. This facility offers the youth in most cases single bedrooms, we have two double bedrooms for youth who may need this type of arrangement due to therapeutic reasons. This building is all one level and fully handicapped accessible, with a large recreational room for the youth to enjoy leisure time activities. The physical plant is attractive and conducive to supervision of the youth and the provisions of shelter services. It offers families several places to visit with an open concept floor plan. The rooms are bright, appealing, and home like.

- 7.2. New Contractors shall have to demonstrate the ability to obtain appropriate regulatory approvals in order to ensure that the needs of residents are met without a break in service. There will be clearly defined time-frames established that have been endorsed by regulatory agencies for obtaining these approvals.**

Contractor Initials: 

Date: 5/19/11

Midway Shelter is already in operation and maintains appropriate regulatory approvals necessary for operation.

- 7.3. Safety and containment of residents shall be a significant factor in the evaluation of proposals. Therefore, the Contractor will define in detail how the program will deliver services that address this population's history of elopement and anti-social behaviors.**

Safety and containment of youth is a significant area of focus for NFI North's Midway Shelter Program. Midway Shelter provides highly structured and meaningful milieu management that is very adept at meeting the individual needs of the participating youth. As amplified throughout this proposal individual and group counseling in context with NFI North's Normative Approach works effectively to address many of the anti-social behaviors presented by program participants. In addition, the behavior management system discussed earlier in this proposal serves to address behavior early on in a manner that motivates the youth to succeed within the program.

The Normative Community Approach addresses the individual characteristics and needs of each youth within the context of a supportive caring group structure. Activities of daily living skills are structured to enhance each youth's strengths and to keep them engaged with meaningful activities relevant to their treatment plans throughout the day. The program provides the youth with intense supervision in a supportive environment that maintains high expectations. The program structure is consistent but flexible, thus offering a safe, secure environment in which youth are guided to become responsible individuals.

Residents who are known to be at greater risk of elopement will be provided one to one supervision by program staff. In extreme cases youth who have been deemed a high elopement risk by Division staff, the youth's family, or history/ behavior will be placed on a safety plan which will address with the youth on finding other options for dealing with the issue of elopement. During July 2009-June 30 2010, Midway Shelter had minuscule cases of elopement.

In all cases youth who participate in any outside community activity are youth who have shown themselves to be responsible and are not at risk of elopement. The programs point system serves as a strong barometer for determining the youth ability to participate with outside community activities.

Weekly staff meetings and supervision assist staff to be prepared to deal with crisis situations. Knowledge of the youth's previous history and the assessment process are used to develop contingency plans for dealing with individual youth needs. A wide array of interventions exists to include Evidence-based treatments and methodologies to address the specific needs presented by youth in crisis. Again as previously outlined in this proposal we offer the following interventions:

- Use of Evidence-based practices
- Use of a Strength Base Model

- Individual Counseling
- Group Counseling
- Points Groups
- Family Counseling/Mediation
- Behavioral Contracting
- JPPO Meetings
- Alcohol/Drug Abuse Evaluations
- Substance Abuse Group
- Relationship Group Meeting
- Educational Services
- Medical Services
- Diagnostic Evaluations
- Peer Support Group
- Psychiatric Consultation
- Initial Assessments

Through careful planning and coordination Midway Shelter has done an outstanding job developing multifaceted approaches to engaging youth in crisis. Services have consistently been provided in a safe, caring manner that assures effective containment of the participating youth as well as the effective meeting of their individual needs. Since the programs conception Midway Shelter has had an excellent track record of containment as seen in the data from July 2009-June 2010 showing minimum elopement during this time frame.

**7.4. The Division recognizes that, periodically, there will be a need to increase the intensity of services provided to a resident(s) in order to support them through a crisis that occurs during their placement. The Contractor shall demonstrate how they will respond and list appropriate interventions designed to stabilize the behaviors.**

As mentioned above, NFI North employs more than 260+ highly trained employees throughout its operation. More than 100 of these employees are located in New Hampshire alone. This fact provides NFI North with the ability to support and augment staffing during times when the milieu and the youth placed within the program require additional support. In addition the program is very skilled at identifying the individual needs of the participating youth and drawing from the wide array of interventions identified in the above section in order to effectively meet the youth's needs. The on call and emergency response capacity of the organization is also outstanding. Each program under the Agency's organization matrix is provided with an appropriate level of support during day to day operations and overnights as well as in times of crisis.

**7.5. New Hampshire non-profit providers designated as 501(c)3 should clearly identify their ability to fund raise and project revenues that may be used to support or augment the program. Special consideration in the selection process will be given to agencies that demonstrate additional funding sources.**

Contractor Initials: 

Date: 5/14/11

NFI North, Inc. is designed as 501.(c) 3 and has ample ability to fundraise and enhance revenues to support the program. NFI North programs have raised substantial funding through creative grant writing as well as acquiring private donations. In the past year Midway Shelter managed to raise funds for the holidays as well as funding necessary to support the client's expense line item. Another fundraising project was for the outdoor experiential program which allows the youth to participate in outdoor activities that enrich their lives. Program staff holds raffles, yard sales, car washes, and solicit donations from local businesses, providing youth with holiday celebrations as well as a rich array of youth activities that would not happen if not for the hard work on the part of the staff.

Regular fundraisers also serve to enhance youth specific needs. For example, it is not uncommon for the youth to enter the shelter without basic clothing necessities. Youth will often arrive without proper winter clothing, shoes and/or basic clothing needs. Midway Shelter staff through these fundraising efforts makes sure youth has outerwear and other basic clothing items. As a result youth's individual needs are effectively met and services are enhanced without an impact on the contract budget.

The Agency's buying power and non-profit status are also combined in order to insure the effective use of contract and state resources. The organization for example, due to its non-profit status and purchase power was able to negotiate and lock in heating oil prices, negotiate food prices with wholesale dealers and negotiate real estate tax exemptions.

The Agency's shelters also participate in the food bank program as well as the surplus food distribution program representing significant savings in food. This year alone the organization saved more than \$15,400 dollars in food cost through participation in this food program. Again, these are savings for the programs and ultimately the Division.

For the past seven years the agency, due to its non-profit status and experience in providing educational services, has been approved for participation in the Federal E-Rate program. This program has resulted in an extensive upgrading of the Educational program's ability to access the equipment and technology to connect with the internet for educational purposes. Being approved for E-Rate participation has resulted in thousands of dollars of equipment and internet connectivity at no additional cost to the contract or the Division. This is truly a win win situation, enhancing the education program's ability to use technology in the classroom without adding additional cost.

The Agency regularly writes grant to support operations. This past fall NFI North's Southern New Hampshire programs, to include Midway Shelter, received a \$2,500 grant from the New Hampshire International Speedway for the outdoor experiential program. Midway Shelter also received a grant from Wal-Mart and Bob's Furniture to purchase new furniture for Midway Shelter. Midway Shelter also received a number of donations from local community members of Bradford for the youth to participate in educational programs and to make sure all youth have adequate winter clothing. Midway Shelter also uses many community resources at no charge to the programs. For example, the youth one time a week have access to the pool at Colby-Sawyer College, the gym at New England College as well as having a professor from NEC one time a week come to Midway Shelter to teach poetry

classes. The youth also work with a local wood worker year round learning to make wooden toys and once made they are donated to the "Toys for Tots" program. The staff is always seeking new grant opportunities and ways to enhance the lives of the youth at the program.

Midway Shelter's affiliation with the larger organization also provides additional in kind resources. The Midway Shelter staff benefits from extensive training and consultation that is done at no or a nominal cost to the program. The Clinical Coordinator and Clinical Case Manager participate in a 6 hour clinical consultation meeting. This is overseen by a licensed Clinician and is done on a monthly basis, representing a huge savings to the clinical consultation line on a yearly basis. In addition, the bulk of NFI North's core trainings are provided in kind by any number of the Agency's certified trainers. Crisis Prevention and Intervention training for physical management for example is done by certified trainers at a cost of just dollars per day (cost of rental space, etc.) whereas the same training cost in excess of \$350 per day per participant if it were done by a trainer from outside the organization. For Midway Shelter alone this represents savings in the thousands per year which ultimately saves the Division. Midway Shelter's educational program, as well as teachers throughout NFI North, are certified in multiple education content areas, the net result of this is a large savings in the Educational Consultant line for Midway Shelter and the Division.

The above serve as a strong example of NFI North's ability to capitalize on its nonprofit status, insuring that precious resources will be used as effectively as possible. NFI North continues to use expertise in order to insure the best use of State resources and the greatest capacity to enhance the delivery of services to the youth of New Hampshire.

**8. Outcomes, Performance Measures and Indicators**

**It is expected that the Contractor shall achieve the following outcomes, performance measures and indicators.**

NFI North has worked in collaboration with the Division over the past seven years on developing outcomes, performance measures and indicators for the Shelter Care Facilities in the state. NFI North has met and/or exceeded the outcome measures and performance measures put in place by the Division during the last contract cycle. NFI North has a long history of maintaining an internal set of outcomes, performance measures, and indicators that will serve as potential resources for the Division in determining these important elements. NFI North is very committed to outcome based performance and as a result will strive to meet the measures identified as part of this important contract.

NFI North has always been extremely concerned with providing services that reflects the highest program quality. The agency maintains a strong quality enhancement protocol. Each service develops an annual quality enhancement plan. The quality enhancement plan identifies the programs strengths and needs as well as specific goals and objectives for the staff to work toward during the coming year. On an annual basis a peer review committee, comprised of Agency administration and Program Directors from other facilities conduct a Quality Improvement Review. During this review the team meets and interviews management, staff and youth.

**8.1. Residents were provided with quality staff-secure residential services, as evidenced by:**

- a. the Contractor achieving an 80% consumer satisfaction rating for the first year of the contract, and an 85% consumer satisfaction rating for the second year of the contract. Consumer is identified, for the purpose of this contract, as the residents served and their parents or caretakers; and**

NFI North will achieve an 80% consumer satisfaction rating for the first year of the contract, and an 85% consumer satisfaction rating for the second year of the contract. For the purposes of this measure the consumer is identified as the residents serviced and their parent or guardians.

NFI North utilizes a structured questionnaire for the purpose of addressing the above. The Clinical Team of Midway Shelter has the youth fill out a survey just before their discharge and upon discharge of the youth sends the parent/guardians a family focused questionnaire. Given the reading and comprehension difficulties experienced by some youth, staff may assist the youth in understanding the questionnaire. The Clinical Team is also available to assist parent/guardians in explaining the questionnaire.

In addition to this questionnaire the Agency's Internal Quality Improvement Team also has youth and families fill out surveys as well as interview youth and families during their site visit. This information will be used as an additional point of feedback for the program. A copy of the questionnaire used is found within the appendix of this proposal.

- b. 100% of residents were seen by a duly licensed physician or advanced registered nurse practitioner for a physical examination within three weeks of admission.**

All youth upon intake will have a health assessment completed by a registered nurse within twenty four hours of admission into the facility. In addition, all youth will have a physical examination by a physician or nurse practitioner within three weeks of admission. Documentation of this will be maintained in the youth's health file.

**8.2. Upon intake into the program, each resident's immediate individual needs were identified by the Contractor, as evidenced by:**

- a. in 100% of the cases, upon each youth's entry into the program, the Contractor utilized and completed a standardized intake sheet that captured essential information pertaining to the youth; and**

Midway Shelter utilizes and completes a standardized intake sheet. The intake sheet utilized captures essential information pertaining to the youth. The intake sheet utilized was developed in collaboration with the Division for shelter care facilities.

Midway Shelter maintains a standard case record for each participating youth. Included in this record is the standardized face sheet, picture of the youth and all pertinent information on the youth. Documentation of meeting this goal shall be found in the youth's case file.

- b. in 95% of the cases, the Contractor utilized a user-friendly admission process that worked cooperatively with the Division's referring staff.**

NFI North utilizes a user-friendly seamless admission process as explained and amplified throughout this proposal. NFI North as part of their annual questionnaire gathers information from the Division personnel in regard to Midway Shelter meeting this goal. NFI North will continue to utilize this questionnaire in order to determine whether Midway Shelter is meeting this goal.

**8.3. Residents experienced stability during their stay, as evidenced by:**

- a. 80% of residents reported feeling that they were physically safe in the program;**

NFI North has achieved this performance measure, please see survey tabulation in section 1.2 of this proposal, which states during the timeframe July 1 2009-December 31, 2010, 99% of the residents reported they felt physically safe in the program

- b. 80% of residents reported feeling that the program was structured, in that they were aware of the daily expectations of staff and residents; and**

Midway Shelter uses a discharge questionnaire for the residents to fill out upon leaving the program. This questionnaire captures the information outlined above.

- c. in 95% of the cases in which a youth ran away from the program, the Contractor's staff utilized intervention techniques to prevent the youth from running (e.g. crisis management, de-escalation techniques, peer supports, 1:1 staff/resident supervision), as documented through the staff's daily reporting.**

Midway Shelter utilizes the Agency's incident reporting and incident report database to track this particular outcome measure. This is also captured on a monthly basis in the state reporting form sent to the Division's Program Specialist Program Management shall review incidents and take steps to continually refine the programs ability to respond to crisis and AWOL situations.

**8.4. Residents improved their behavior through the Contractor's effective behavioral management system, as evidenced by:**

- a. within 24 hours of entry into the program, 100% of residents were provided with an orientation where the behavioral expectations and the Contractor's program rules were explained to them;**

Midway Shelter does an exceptional job at providing the residents within 24 hours of entry into the program an orientation outlining all aspects of the program. As seen in the graph in section 1.2 of this proposal Residents 100% of residents reported receiving an adequate orientation into the program.

- b. individualized treatment plans were established for 100% of residents within 10 business days of the youth's admission to the program; and**

Each resident upon intake had an initial treatment plan developed and documentation of this outcome measure will be found within the youth's case record and documented on the monthly reports sent to the Division.

- c. 80% of residents made documented progress in the behavior management program during their participation in the program.**

Documentation of this outcome measure is found in a number of places within the programs day to day reporting. Each youth works on treatment goals which are derived from the initial assessment and treatment planning. The goals are integrated into daily point sheets, daily activities and progress of these goals are reported on the weekly progress reports, family reports and discharge summaries. This outcome is also reported on a monthly basis to the Division. Midway Shelter for the year July 2009-June 2010 had a 100% progress rate of participating youth in the behavior management program.

**8.5. Residents were able to maintain a connection to their family or caretaker, as authorized by Division staff, and as evidenced by:**

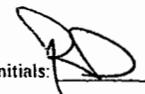
- a. in 100% of the cases, the Contractor's documented facilitation of contact between residents and family; and**

Midway Shelter maintains complete documentation regarding contact between residents and their families. This is done through telephone contacts and visitations. During the year July 2009-June 2010 Midway Shelter met this outcome with 100% of facilitation of contact between residents and family and/or guardians. This outcome is measured on the Divisions monthly statistical form.

- b. in 90% of the cases wherein the Division requested this interaction, the Contractor's documented introduction to the resident and family of concepts that promote healthy relationships.**

Midway Shelter is a family-centered program as amplified throughout this proposal. Midway Shelter has dedicated resources to address the youth and family needs. Evidence of work toward promoting healthy relationships is found in each youth's case file and with the Clinical Case Manager's family documentation. In addition the Agency's quality improvement process regularly seeks out feedback and input from families asking them to identify whether the shelter has been of assistance to them in their relationship with their youth. Midway Shelter during the year July 2008-June 2009 met this outcome measure. Midway Shelter's documented introduction to resident and family concepts that promote healthy relationships was reported in 100% of the cases when requested by the Division. Graph outlined in section 1.2 of this proposal shows the percentage of this outcome measure and as reported to the Division on a monthly basis in the Division monthly statistical data form during the fiscal year 2009-2010.

Contractor Initials:



Date: 5/10/10

**8.6. The long-term well being of each resident was supported by the Contractor, as evidenced by:**

- a. in 95% of the cases, the Division's referring staff reported that the Contractor actively supported the development of permanency or appropriate discharge planning;**

This will be documented through questionnaires utilized by both the Division's QI process and NFI North's annual questionnaire sent to the Division field staff.

- b. 90% of residents completed their stay at the shelter until the Division's planned discharge date;**

Midway Shelter does an exceptional job of having the residents complete their stay until the Divisions planned discharge date. During July 2010-June 2010 Midway had a positive placement rate of 94% as reported on the monthly utilization reports and the monthly Divisions statistics report.

- c. the Contractor accepted 100% of the Division's appropriate referrals to the program (excluding referrals made but not accepted due to the limit established on the facility's license and the Contract);**

Midway Shelter accepted 100% of the Divisions appropriate referrals made to the program, this includes referrals made, and who never ended up coming due to other circumstances in their placement plans.

- d. 100% of authorized assessments were conducted (unless participation in the program terminated prior to timely completion) and resultant reports timely submitted to the Division;**

Midway Shelter maintains documentation specific to request for assessments/evaluations including who requested the assessment, date of request, the name of the youth, status of the youth and date the report was completed and mailed to the Division referring staff. Midway Shelter completed 100% of requests made (unless participation in the program terminated prior to timely completion).

- e. the Division's referring staff were provided with weekly written reports identifying progress of the residents, 100% of the time; and**

As evidence weekly reports are found in the youth's case file and copies are sent to the Division staff. The questionnaires sent to the Division field staff for 2010, showed 40% of Division staff reported receiving written weekly reports all the time with progress noted. 20% reported most of the time with 20% responded frequently.

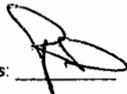
- f. the Contractor provided discharge summaries to the Division's referring staff, 100% of the time, on the day of a resident's discharge.**

Midway Shelter provided the Division referring staff with discharge summaries averaging from 100%-80% of the time during July 2009-June 2010. The percentage varied depending on whether the discharge was planned or not. Midway Shelter will complete discharges on the day of a resident's discharge as long as the discharge is planned. If the discharge is not planned we propose getting the discharge summary to the Divisions referring staff within 10 business days of discharge. This outcome measure is documented on the Division monthly statistical form.

**Outcome statistics will be compiled by the Contractor and reported to the Division for each fiscal year (July to June). A report detailing the outcome results will be forwarded to the Division's Residential Program Specialist by the second week in July of each year. In addition, the Division will work with Contractors to identify monthly reporting requirements that will address one or more performance indicators and measures.**

**Contractors shall work with the Division to develop standardized forms for intake and for tracking performance measures.**

Midway Shelter will compile statistics by the second week of July and forward to the Divisions Residential Program Specialist. Midway Shelter has always collaborated with the Division on all monthly reporting requirements that will address one or more performance indicators and measures. Midway Shelter will continue to work with the Divisions staff to develop and revise current standardized forms for intake and tracking performance measures.

Contractor Initials: 

Date: 5/15/11

**EXHIBIT B**

**METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT**

Contract Agency: NFI North Inc. – Midway Shelter

Program Period: July 1, 2011 through June 30, 2012

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 Contract, the State Agency agrees to purchase from the Contractor services in an amount not to exceed \$1,338,578.00.
  - 1.1 The Federal funding sources supporting this contract are a combination of CFDA 93.658 Foster Care Title IV-E, Title IV-A and Medicaid. The amount of funding contributed is calculated on a per child basis and is dependent upon the eligibility of each child served according to respective funding sources.
  - 1.2 The total annual reimbursement from the Division shall not exceed the cost of the Contract. When the annual Contract Price Limitation is reached, the program shall continue to operate at full capacity at no charge to the Division, or to Medicaid, for the duration of the State Fiscal Year, with the exception of the limited services of transportation, diagnostic, and substance abuse evaluations.
2. Payment will be made to the Contractor subject to the following conditions:
  - 2.1 Payment will be made for services for the period defined in Lines 1.5 and 1.6 of the General Provisions. Reimbursement will be made on a per child per day basis, 7 days per week, 365 days per year. The daily reimbursement rate will be set at an average occupancy rate of 95% of contract capacity at a daily rate of:

Residential	\$191.77
Education	65.59
Total	<u>\$257.36</u>
  - 2.2 Payment will be made on the basis of payment documents properly submitted for processing. The Contractor will return the documents to the Medicaid Fiscal Agent, and the Division. An authorized representative of the Contractor must sign requests for payment. Payment requests may be submitted bi-weekly, but at a minimum must be submitted monthly.
  - 2.3 The Contractor shall submit claims to the Medicaid Fiscal Agent for covered services for those youth who are Medicaid eligible.
3. The Contractor shall collect and retain any monies from third party payers for services to placements covered under the Contract. Such third party payers include, but are not limited to, any other state or federal medical care program, private, group, or indemnification program. Such collections will be considered when establishing and reviewing the payment rate.
4. Excess program funds are funds available within DCYF funded programs and which result from either revenue generated in excess of, or expenditures below, amounts originally budgeted. Such funds may be expended at the Contractor's discretion to increase or improve services but such funds may not be used to increase the following line items without prior authorization of the Division: salaries and wages, fringe benefits, professional fees and capital expenses.

Contractor Initials 

Date 5/19/11

5. The Contractor shall submit a quarterly summary of Revenues and Expenditures for each quarter of the contract year. The summary will be prepared using the approved budget line items and will include information for each quarter along with year-to-date information. All revenues and expenditures must be included, whether either results from funds provided in full or in part by DCYF.
6. 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 Contract pursuant to RSA 170-E25 VI.

Contractor Initials



Date 5/10/11

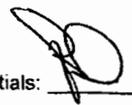
**State of New Hampshire  
Department of Health and Human Services  
Division for Children, Youth and Families**

RFP#: 12-DCYFDJJS-SHC-05

Exhibit: B-1, Page 1

**SFY 2012 PERSONNEL DATA**

	Name	Title	Annual Salary	% of Time Spent on Project	Project Amount Charged for SFY10 (7/1/11 to 6/30/12)
1	Vyce, Danielle	Assistant Program Director	\$ 32,640.00	100%	\$ 32,640.00
2	Various	Relief Staff	\$ 23,000.00	100%	\$ 23,000.00
3	Wallace, Sheena	Clinical Case Manager	\$ 28,560.00	100%	\$ 28,560.00
4	Malcolm, David	Direct Care Counselor	\$ 28,121.60	100%	\$ 28,121.60
5	Doyle, Julie	Direct Care Counselor	\$ 25,756.22	100%	\$ 25,756.22
6	Zielinski, Kristine	Direct Care Counselor	\$ 23,920.00	100%	\$ 23,920.00
7	Merrill, Mark	Direct Care Counselor	\$ 23,004.80	100%	\$ 23,004.80
8	Fitzgerald, Sydney	Direct Care Counselor	\$ 23,004.80	100%	\$ 23,004.80
9	Sousa, Amanda	Direct Care Counselor	\$ 23,464.90	100%	\$ 23,464.90
10	TBD	Direct Care Counselor	\$ 23,004.80	100%	\$ 23,004.80
11	Kielchewski, Tabatha	Direct Care Counselor	\$ 23,920.00	100%	\$ 23,920.00
12	Rock, Jennifer	Direct Care Counselor	\$ 23,920.00	100%	\$ 23,920.00
13	TBH	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
14	TBH	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
15	TBH	Direct Care Counselor	\$ 23,000.00	100%	\$ 23,000.00
16	Troy, Patrick	Education Coordinator	\$ 40,000.00	100%	\$ 40,000.00
17	Gagne, Annie	Shift Supervisor	\$ 27,000.00	100%	\$ 27,000.00
18	Bryant, Michael	Shift Supervisor	\$ 27,000.00	100%	\$ 27,000.00
19	Lesnick, Fran	Program Director	\$ 44,880.00	100%	\$ 44,880.00
20	Boisvert, Lynelle	Secretary	\$ 25,958.40	75%	\$ 19,468.80
21	Drysdale, Lawrence	Special Education Teacher	\$ 30,000.00	100%	\$ 30,000.00
22	Boyce, Susan	Teacher	\$ 30,450.00	100%	\$ 30,450.00
23	Lavigne, Grace	Teacher Aide	\$ 23,468.16	100%	\$ 23,468.16
24	George, Heidi	Teacher Aide	\$ 23,456.00	100%	\$ 23,456.00
25	Barselle, Mary	Nurse	\$ 40,000.00	50%	\$ 20,000.00
26	Giese, Melissa	Clinical Coordinator	\$ 40,000.00	100%	\$ 40,000.00
27	TBH	Secretary	\$ 25,613.00	25%	\$ 6,403.25
28	Williamson, Janice	Regional Director	\$ 69,350.00	50%	\$ 34,675.00
<b>TOTAL</b>					<b>\$ 738,118.33</b>

Contractor Initials: 

Date: 5/10/11

RFP#: 12-DCYFDJJS-SHC-05  
 Provider Name: NFI North  
 Program Name: Midway Shelter

SFY12 (7/1/11-6/30/12)

I. Personnel

A. Salaries and Wages

	Division Residential	Division Educational	Contractor Match	TOTAL
1.00 (1) Asst. Prog. Director @ \$32,640 x 100%	\$32,640			\$32,640
1.00 (1) Relief Staff @ \$23,000 x 100%	\$23,000	\$0		\$23,000
2.00 (2) Shift Supervisors @ \$27,000 x 100%	\$54,000			\$54,000
1.00 (1) Clinical Coordinator @ \$40,000 x 100%	\$40,000			\$40,000
1.00 (1) Educ. Coord. @ \$40,000 x 100%		\$40,000		\$40,000
11.00 (12) Direct care Counselors @ \$23,926 x 100%	\$275,154		\$11,963	\$287,117
1.00 (1) Clinical Case Manager @ \$28,560 x 100%	\$28,560			\$28,560
0.50 (5) Nurse @ \$40,000 x 50%	\$18,000	\$2,000		\$20,000
1.00 (1) Prog. Director @ \$44,880 x 100%	\$33,660	\$11,220		\$44,880
1.00 (1) Secretary @ \$25,872 x 100%		\$25,872		\$25,872
1.00 (1) Spec. Ed. Teacher @ \$30,000 x 100%		\$30,000		\$30,000
1.00 (1) Teacher @ \$30,450 x 100%		\$30,450		\$30,450
2.00 (2) Teacher Aide** @ \$23,462 x 100%		\$23,468	\$23,456	\$46,924
1.00 (1) Regional Director @ \$34,675 x 50%	\$26,006	\$8,669		\$34,675
	\$531,020	\$171,679	\$35,419	\$738,118

\*Staffing reduced from 15 client basis  
 \*\* One Aide covered by Title I and Agency funds

B. Fringe Benefits

Payroll taxes and fringe benefits are charged to program functions at 27% of total payroll. Approximate breakdown (varies by quarter): Fica=7.65%, Unemployment=.38%, Worker's Comp=2.67%, Health=14.01%, Retirement/Dental/Life=2.71%

\$143,375	\$46,353	\$9,563	\$199,292
\$143,375	\$46,353	\$9,563	\$199,292

C. Staff Training

\$250 per FTE per year

\$2,880	\$945	\$2,550	\$6,375
\$2,880	\$945	\$2,550	\$6,375

D. Client Evaluation and Treatment Services

Diagnostic Evaluations- 30 @ \$800  
 Substance abuse Evaluations- 30 @ \$550  
 Dietician @ \$60/month  
 Licensed Clinical Services @ \$85/hr  
 16hrs/month  
 Educational Consultants @ \$35/hr, 2 hrs/wk for school year

\$24,000			\$24,000
\$16,500			\$16,500
\$288	\$432		\$720
\$14,688	\$1,632		\$16,320
	\$2,800	\$2,800	\$5,600
\$55,476	\$4,864	\$2,800	\$63,140

E. Other Professional Fees

In-house training saving

\$0	\$0	\$2,500	\$2,500
\$0	\$0	\$2,500	\$2,500

II. Non-Personnel

A. Space Costs

Property Insurance  
 Depreciation  
 Repairs & Maintenance (Plowing, Trash Removal, minor repairs)  
 Non-capital furniture/ fixtures/ appliances  
 Real Estate Taxes  
 Interest on Loans  
 Utilities

\$1,420	\$609		\$2,029
\$45,502	\$18,918		\$64,420
\$6,783	\$2,907	\$2,500	\$12,190
\$420	\$280		\$700
\$9,100	\$3,900		\$13,000
\$38,181	\$16,355		\$54,516
\$21,000	\$9,000		\$30,000
\$122,386	\$52,969	\$2,500	\$177,855

B. Rental, Lease or Purchase of Minor Equipment

Computer Accessories  
 Copier lease

\$0	\$0	\$500	\$500
\$1,146	\$1,146		\$2,292
\$1,146	\$1,146	\$500	\$2,792

C. Equipment

Depreciation expense-computers  
 Depreciation expense-FF&E  
 Computer repair & maintenance  
 Software (Anti-virus, PLATO, etc.)  
 Equipment maintenance/repairs

\$109	\$458		\$567
\$633	\$272		\$905
\$0	\$0	\$1,000	\$1,000
\$150	\$2,150		\$2,300
\$500	\$500		\$1,000
\$1,392	\$3,380	\$1,000	\$5,772

Contractor Initials: 

Date: 5/10/11

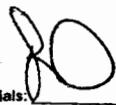
RFP#: 12-DCYFDJJS-SHC-05

Provider Name: NFI North

Program Name: Midway Shelter

SFY12 (7/1/11-6/30/12)

	Division Residential	Division Educational	Contractor Match	TOTAL
<b>D. Consumable Supplies (all costs reduced 25%-50%)</b>				
Educational Materials		\$2,600	\$1,500	\$4,100
Program supplies	\$2,500		\$1,500	\$4,000
Household materials	\$3,850	\$1,650		\$5,500
Medicine/Pharmacy (OTCs, first aid supplies)	\$385	\$165		\$550
Clothing	\$1,000		\$2,000	\$3,000
Office supplies	\$2,800	\$1,200		\$4,000
Postage	\$420	\$180		\$600
	\$10,955	\$5,795	\$5,000	\$21,750
<b>E. Food</b>				
Food	\$10,500	\$4,500	\$25,000	\$40,000
				\$0
	\$10,500	\$4,500	\$25,000	\$40,000
** Match includes USDA funds, Surplus distribution, and NH Food Bank				
<b>F. Travel</b>				
Staff mileage - cost for staff mileage related to training, transporting clients, meetings, etc.	\$2,430	\$270		\$2,700
				\$0
	\$2,430	\$270	\$0	\$2,700
<b>G. Transportation</b>				
Vehicle Registration	\$700	\$700		\$1,400
Gas & Oil, 2 vans: \$200/mnth each	\$3,000	\$3,000		\$6,000
Vehicle Insurance	\$1,511	\$1,511		\$3,022
Vehicle Depreciation	\$5,860	\$5,860		\$11,720
Vehicle repair & maintenance	\$1,000	\$1,000		\$2,000
	\$12,071	\$12,071	\$0	\$24,142
<b>H. Telephone</b>				
Local Service	\$840	\$360	\$1,200	\$2,400
Long distance service	\$1,820	\$780	\$1,200	\$3,800
Wireless	\$315	\$135	\$1,000	\$1,450
ISP connection	\$280	\$120	\$600	\$1,000
				\$0
	\$3,255	\$1,395	\$4,000	\$8,650
*In-kind includes e-rate funding				
<b>I. Other Costs</b>				
Staff Background Checks	\$483	\$207	\$0	\$690
Client Allowance	\$1,500	\$0	\$0	\$1,500
Client Activities	\$1,500	\$1,500	\$4,000	\$7,000
Recruiting/Help wanted advertising	\$1,050	\$450	\$0	\$1,500
Dues/Subscriptions/Memberships	\$150	\$150	\$0	\$300
Licenses/Permits/Fees	\$250	\$250	\$0	\$500
Insurance (Package premium for liability, umbrella, etc)	\$5,776	\$2,476	\$0	\$8,252
				\$0
	\$10,709	\$5,033	\$4,000	\$19,742
*Client activities subsidized by fundraising and contributions				
<b>J. Indirect Cost</b>				
Administrative Overhead 9.9% of program costs charged to the Department	\$89,852	\$30,730	\$13,276	\$183,796
<b>GRAND TOTAL</b>	<b>\$997,448</b>	<b>\$341,130</b>	<b>\$108,109</b>	<b>\$1,496,624</b>
<b>III. Cost Proposal Summary</b>				
<b>A. Units of Service</b>				
Number of Beds	15	15		
Capacity @ 95%	14.25	14.25		
Days in Program Year	365	365		
Program Units of Service (# of Beds x Program Days)	5,201.3	5,201.3		
Provide the per child per day rate for each child participating in the program				
<b>B. FY11 Rate Request</b>	\$ 191.77	\$ 65.59	\$	257.36

Contractor Initials: 

Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

**1. 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:

**2. 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.

**3. 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.

**4. 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.

**5. 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 reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. 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.

**7. 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.

**8. 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 fundors 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 fundors, the Department may elect to:

**8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;

**8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

**8.3** 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:**

**9. 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:

**9.1 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.

**9.2 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.

**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

**10.1 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.

**10.2 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.

**11. 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. 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.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 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.

**12.2 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.

**13. 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.

**14. 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:

**14.1** 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.

**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.

**SPECIAL PROVISIONS – 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.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL PROVISIONS**

1. The Division reserves the right to renew the contract for up to five additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
2. The Division reserves the right to discontinue or cancel the Contract with ninety (90) days written notice to the Contractor(s).

**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 GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

- (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 counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (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—

Contractor Initials: RD

Date: 5/10/11

- (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)

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

NFI North From: 7/1/2011 To: 6/30/2012  
 (Contractor Name) (Period Covered by this Certification)

Paul L. Dann Ph.D., EXECUTIVE DIRECTOR  
 (Name & Title of Authorized Contractor Representative)

[Signature] 5/10/11  
 (Contractor Representative Signature) (Date)

Contractor Initials: [Signature]  
 Date: 5/10/11

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**

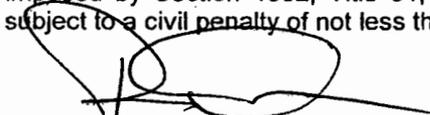
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under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

Contract Period: 1/11/2011 through 6/30/2012

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

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

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



(Contractor Representative Signature)

Paul L. DANN, PhD EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

NFT NORTH  
(Contractor Name)

5/10/11  
(Date)

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: RD

Date: 5/20/11

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

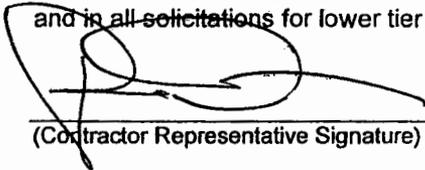
Date: 5/10/11

**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 L. DANN PhD EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

NFI NORTH  
(Contractor Name)

5/10/11  
(Date)

Contractor Initials: RD

Date: 5/10/11

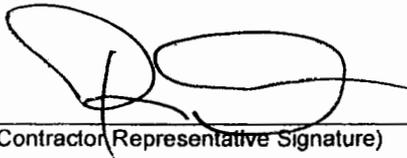
NH Department of Health and Human Services

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 L. DANN PhD EXECUTIVE DIRECTOR

(Authorized Contractor Representative Name & Title)

WFE NORTH

(Contractor Name)

5/10/11

(Date)

NH Department of Health and Human Services

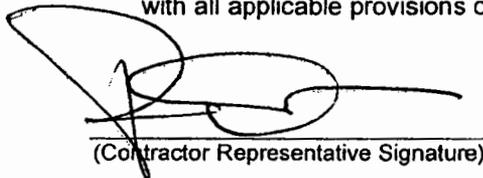
STANDARD EXHIBIT H

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 L. Dunn and Executive Director  
(Authorized Contractor Representative Name & Title)

NFE NORTH  
(Contractor Name)

5/10/11  
(Date)

Contractor Initials:   
Date: 5/10/11