

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

June 3, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option to existing agreements with NFI North, Inc., as bolded below, (Vendor #177575-B001), 40 Park Lane, Contoocook, NH 03229, to continue providing a community transitional housing program for adults who have severe mental illness or severe and persistent illness by increasing the price limitation by \$776,717 from \$1,297,252 to \$2,073,969 and by extending the completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 100% General Funds.

These agreements were originally approved by the Governor and Executive Council on October 3, 2018 (Item #13).

Vendor Name	Vendor Number	Location	Amount	Increase/ (Decrease)	Modified Amount
Behavioral Health and Developmental Services for Strafford County, Inc. d/b/a Community Partners of Strafford County			\$520,535	\$0	\$520,535
NFI North, Inc – Bradford location	177575-B001	40 Park Lane Contoocook, NH 03229	\$665,475	\$665,475	\$1,330,950
NFI North, Inc – Bethlehem location	177575-B001	40 Park Lane Contoocook, NH 03329	\$111,242	\$111,242	\$222,484
		Total:	\$1,297,252	\$776,717	\$2,073,969

Funds are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Modified Amount
2019	102-500731	Contracts for Program Services	92204117	\$1,297,252	\$0	\$1,297,252
2020	102-500731	Contracts for Program Services	92204117	\$0	\$776,717	\$776,717
			Total:	\$1,297,252	\$776,717	\$2,073,969

EXPLANATION

The purpose of this request is to continue operating transitional housing programs for adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. This request represents two (2) contracts to support six (6) beds located at the Contractor's Bradford location and one (1) bed located at their Bethlehem location. These services were implemented to improve the State's mental health system pursuant to House Bill 517, Section 186 (III) (2017).

Approximately seven (7) individuals will be served from July 1, 2019 through June 30, 2020.

The original agreement, included language in the Exhibit C-1, Paragraph 3, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) of the two (2) years at this time.

Approval of this request will allow the Contractor to continue providing a transitional housing program for adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. The seven (7) beds will provide a transitional housing program for adults in order to support and promote rehabilitation that will facilitate a transition to independent living in the community.

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

The Contractor will provide quarterly data reports on the number of individuals admitted and discharged during the contract period, any waitlist times, where individuals were discharged, and what services were in place upon discharge. Reports will also include detail about residential treatment and support plans as well as ongoing discharge planning for each resident.

The Department will meet with the Contractor on a quarterly basis to review thereports and discuss ongoing case and programmatic concerns. Monthly financial reports are submitted that include revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, and a Profit and Loss statement. Ongoing improvements around data submission continue to lead to improved oversight of contracts and ensuring quality care for individuals.

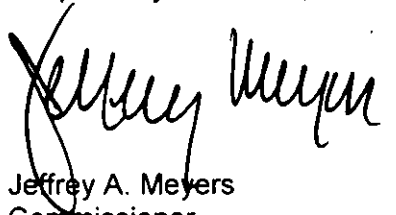
Should the Governor and Executive Council not approve this request, the seven (7) bed transitional housing beds may not be available to individuals in need of housing who are transitioning from NH Hospital or a Designated Receiving Facility to the community which, in turn, makes those beds available to individuals who are waiting in hospital emergency rooms for services across the State.

Area served: Statewide

Source of Funds: 100% General Funds

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", is written over a printed name and title.

Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Transitional Housing & Community Residences**

This 1st Amendment to the Transitional Housing & Community Residences contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NFI North, Inc. (hereinafter referred to as "the Contractor"), a Nonprofit corporation with a place of business at 40 Park Lane, Contoocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 3, 2018 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,330,950.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-2, Amendment #1, Budget.

**New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences**



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

5/29/19
Date

Kathy S Fox
Name: Kathy S Fox
Title: Director

NFI North, Inc.

5-16-19
Date

Paul L. Dann
Name: Paul L. Dann, Ph.D.
Title: Executive Director

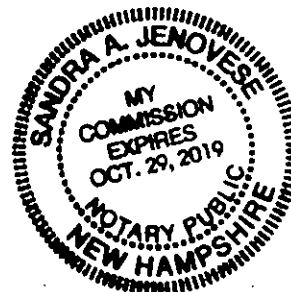
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 5/16/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sandra A. Jenovese
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: Oct 29, 2019



**New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences**



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

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

Matthew T. Broadhead
Name: Matthew T. Broadhead
Title: Sr. AAG

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-2, Amendment #1.
Budget form**

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North - Bradford 1

Budget Request for: Extension of RFA-2019-DBH-02-TRANS
(Name of RFP)

Budget Period: 7/1/19-6/30/20

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 398,537.06	\$ 55,795.18	\$ 454,332.25	\$ 48,422.25	\$ 20,783.71	\$ 69,205.96	\$ 350,114.81	\$ 35,011.48	\$ 385,126.29
2. Employee Benefits	\$ 99,834.27	\$ 13,948.80	\$ 113,783.07	\$ 12,105.56	\$ 5,195.93	\$ 17,301.49	\$ 87,528.71	\$ 8,752.87	\$ 96,281.58
3. Consultants	\$ 54,850.00	\$ 7,651.00	\$ 62,501.00	\$ 6,839.98	\$ 2,850.00	\$ 9,689.97	\$ 48,010.03	\$ 4,801.00	\$ 52,811.03
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,842.84	\$ 369.97	\$ 3,012.81	\$ 321.06	\$ 137.81	\$ 458.88	\$ 2,321.56	\$ 232.16	\$ 2,553.72
Repair and Maintenance	\$ 1,750.00	\$ 245.00	\$ 1,995.00	\$ 212.83	\$ 91.26	\$ 303.89	\$ 1,537.30	\$ 153.74	\$ 1,691.11
Purchase/Depreciation	\$ 1,700.00	\$ 238.00	\$ 1,938.00	\$ 176.53	\$ 85.66	\$ 262.21	\$ 1,523.45	\$ 152.35	\$ 1,675.80
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 6,000.00	\$ 840.00	\$ 6,840.00	\$ 729.00	\$ 312.80	\$ 1,041.80	\$ 5,271.00	\$ 527.10	\$ 5,798.10
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,036.00	\$ 425.04	\$ 3,461.04	\$ 368.87	\$ 158.33	\$ 527.20	\$ 2,867.13	\$ 286.71	\$ 3,153.84
6. Travel	\$ 10,700.00	\$ 1,486.00	\$ 12,186.00	\$ 1,300.05	\$ 558.01	\$ 1,858.06	\$ 9,389.95	\$ 940.00	\$ 10,329.95
7. Occupancy	\$ 58,244.00	\$ 8,294.16	\$ 67,538.16	\$ 7,148.15	\$ 3,084.57	\$ 10,232.72	\$ 52,065.85	\$ 5,209.58	\$ 57,275.44
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,000.00	\$ 840.00	\$ 6,840.00	\$ 729.00	\$ 312.80	\$ 1,041.80	\$ 5,271.00	\$ 527.10	\$ 5,798.10
Postage	\$ 100.00	\$ 14.00	\$ 114.00	\$ 12.15	\$ 5.22	\$ 17.37	\$ 87.85	\$ 8.79	\$ 96.64
Subscriptions	\$ 320.00	\$ 44.80	\$ 364.80	\$ 38.88	\$ 16.99	\$ 55.87	\$ 281.12	\$ 28.11	\$ 309.23
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,637.90	\$ 1,209.31	\$ 7,847.21	\$ 1,049.50	\$ 450.47	\$ 1,499.97	\$ 7,588.40	\$ 758.84	\$ 8,347.23
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,800.00	\$ 266.00	\$ 2,066.00	\$ 230.85	\$ 98.09	\$ 329.94	\$ 1,689.15	\$ 168.82	\$ 1,857.97
11. Staff Education and Training	\$ 5,050.00	\$ 707.00	\$ 5,757.00	\$ 613.58	\$ 263.38	\$ 876.95	\$ 4,436.43	\$ 443.64	\$ 4,880.07
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumables (Food, household supplies etc.)	\$ 28,580.00	\$ 3,998.40	\$ 32,578.40	\$ 3,386.52	\$ 1,481.05	\$ 4,867.57	\$ 25,173.48	\$ 2,517.35	\$ 27,690.83
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 688,461.87	\$ 96,334.68	\$ 784,796.55	\$ 83,484.60	\$ 35,886.93	\$ 119,371.53	\$ 604,877.27	\$ 60,427.73	\$ 665,305.00
Indirect As A Percent of Direct		14.0%						10%	

NFI North, Inc.

Exhibit B-2, Amendment #1

Contractor Initials

Date

RFA-2019-DBH-02-TRANS-03

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RD
5/16/19

State of New Hampshire

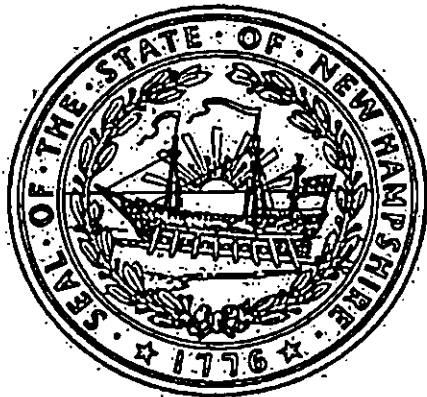
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175745

Certificate Number : 0004086721



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	NFI NORTH, INC.	Business ID:	175745
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	07/06/1992	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	07/06/1992		
Principal Office Address:	40 Park Lane, Contoocook, NH, 03229, USA	Mailing Address:	PO Box 417, Contoocook, 03229, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / OPERATING GROUP HOMES FOR TROUBLED YOUTH OR PERSONS WITH MENTAL ILLNESS.	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE
(Corporation with Seal)

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

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

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

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

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

(3) I am duly authorized to issue certificates;

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

25th day of March 2019, which meeting was duly held in accordance with

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

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

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

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

Heidi Edwards Dunn President,

Dellie Champagne Treasurer

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

Karen E. Cusano Asst. Executive Director

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

of the Corporation and have affixed its corporate seal this 16th day of May, 2019.

Douglas Giles
(Signature)

(Seal)

STATE OF New Hampshire
COUNTY OF Merrimack



On this the 16th day of May, 2019, before me, Joanne M. Daufen, the undersigned officer, personally appeared Douglas Giles, who acknowledge her/himself to be the

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

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

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

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

Joanne M. Daufen
Notary Public/Justice of the Peace

My Commission expires: June 6, 2023

Client#: 1010755

NORTHAME76

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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

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

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123		CONTACT NAME: PHONE (A/C No, Ext): 855 874-0123 FAX (A/C No): 781-376-5035 E-MAIL ADDRESS:	
INSURED North American Family Institute Inc. 90 Maple St. Suite 2 Stoneham, MA 02180		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Company	
		INSURER B: North River Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1920340	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E & occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll \$1000			PHPK1920333	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (E & accident) \$1,000,000 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			PHUB658528	01/01/2019	01/01/2020	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	N/A	4067308836	07/01/2018	07/01/2019	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional			PHPK1920340	01/01/2019	01/01/2020	Occ \$1,000,000 Aggr \$3,000,000

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

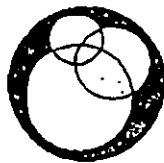
RE: 787 Maple St. Route 142, Bethlehem NH 03574.

CERTIFICATE HOLDER

CANCELLATION

State of NH Dept Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph P. Blawie</i>
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*NFI North's mission is to inspire and to
empower people to achieve their full potential
so they can live successfully in their own home
and own community.*



NFI NORTH, INC.

Financial Statements

June 30, 2017

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.
Financial Statements
June 30, 2017

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

Independent Auditors' Report

The Board of Directors
NFI North, Inc.:

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



Other Reporting Required by Government Auditing Standards

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

KPMG LLP

September 29, 2017

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

Assets

Current assets:	
Cash and equivalents	\$ 2,482,200
Accounts receivable, net (note 2)	1,257,182
Prepaid expenses and other current assets	49,043
Total current assets	<u>3,788,425</u>
Property and equipment (note 4):	
Land	535,892
Buildings and improvements	7,620,725
Equipment and furnishings	709,420
Motor vehicles	983,656
	<u>9,849,793</u>
Less accumulated depreciation	<u>(5,512,840)</u>
Property and equipment, net	4,336,953
Other assets	<u>19,314</u>
Total assets	<u>\$ 8,144,692</u>

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 620,086
Accounts payable	113,511
Accrued payroll and related liabilities	488,623
Other accrued expenses	139,911
Deferred revenue	811,638
Due to affiliate short-term (note 7)	8,686
Total current liabilities	<u>2,182,453</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	2,529,829
Due to affiliate long-term (note 7)	236,978
Total long-term liabilities	<u>2,766,807</u>
Total liabilities	<u>4,949,260</u>
Net assets:	
Unrestricted	3,127,848
Temporarily restricted	67,584
Total net assets	<u>3,195,432</u>
Total liabilities and net assets	<u>\$ 8,144,692</u>

See accompanying notes to financial statements.

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

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

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Functional Expenses
Year ended June 30, 2017

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

See accompanying notes to financial statements.

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

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

See accompanying notes to financial statements.

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

(1) Summary of Significant Accounting Policies

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

(a) Basis of Presentation

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

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

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

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

(b) Revenue Recognition

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

(c) Income Taxes

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

(d) Use of Estimates

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

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

(e) Concentration of Risk

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

(f) Cash Equivalents

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

(g) Property and Equipment

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

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

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

(h) Self-Insurance

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

(i) In-Kind Contributions

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

(j) Subsequent Events

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

(2) Accounts Receivable

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

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

(3) Line of Credit

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

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

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

(4) Long-Term Debt

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

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

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

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

Scheduled repayments of long-term debt are as follows:

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

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

(5) Operating Leases

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

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

(6) Retirement Plan

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

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2017

(7) Related-Party Transactions

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

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

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

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



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

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

The Board of Directors
NFI North, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 29, 2017.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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



Purpose of this Report

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

KPMG LLP

September 29, 2017

NFI North Leadership

Board of Directors

- *Heidi Edwards Dunn, President*
- *Dellie Champagne, Treasurer*
- *Doug Giles, Clerk-Secretary*
- *Suanne Nader, Board Member*
- *Laura Rauscher, Board Member*
- *Sue Allen, Board Member*
- *Don Winn, Board Member*
- *Bruce Farenwald, Board Member*

Resumes:

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

EMPLOYMENT

Jan. 1993-
present

Executive Director

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

Sept. 1997-
present

Part Time Lecturer/Program Director MS CMHC

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

Sept. 1991-
Jan. 1993

Director of Children and Family Services

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

April 1980 -
Sept. 1991

NORTHEASTERN FAMILY INSTITUTE - Danvers, MA

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

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

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

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

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

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

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

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

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

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

EDUCATION

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

OTHER RELATED EXPERIENCE

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

TRAININGS, WORKSHOPS AND PRESENTATIONS (partial list)

The Resiliency Factor: Our Role in Advancing Child and Youth Well Being- Keynote
 Speaker
 Child and Family Provider Network Annual Conference 2016

Working Alliance: The Building Blocks for Ensuring Successful Outcomes
 Child and Family Provider Network Annual Conference 2016

Leading with Vision Across and Within the Organization
 Senior Leadership Conference Alliance for Strong Children and Families 2015

Cultural Foundations in Mental Health Practice
 NFI North Core Training 2015

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

International Leadership Association Global Conference 2014

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

Rhode Island Psychological Centers 2014

Workplace Diversity and Inclusion

Human Resource Association of Greater Concord 2013

Cultural Diversity

Merrimack County House of Corrections 2013

Generative Leadership

Tobias Leadership Institute 2012

Emergent Leadership in Nonprofit Organizations

Senior Leadership Conference ACF 2012

Leadership Development

NAFL National Conference 2011

Generative Leadership: Exploring Leadership Development Within Organizations and Teams

Senior Leadership Conference 2011

Cultural Diversity in the Classroom

NEC Faculty Development Workshop 2011

Working Alliance within the Classroom

Contoocook School Summer 2008

Leadership Development Seminar

NFI Leadership Development Program Spring/Summer 2008

Behavior Management

NFI North Core Training 2007

Meaning Making within Organizations

NFI North Leadership Professional Development 2006

Reintegrative Services for Youth

DCYF annual Conference 2006

Difficult People and Conflict Management

DCYF Annual Conference 2006

The Role of Story Telling in Leadership
NAFI National Conference 2003

COURSES TAUGHT

New England College Graduate and Continuing Studies

Masters in Health Care (all three credit courses)

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

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

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

Masters in Business Administration

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

Masters in Health Care Management

- Dynamics of Nonprofit Governance

University of New Hampshire

Masters in Public Administration

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

References Available on Request

KAREN E. CUSANO, M. Ed.
(603) 749-7550 Office
karencusano@nafi.com

AREAS OF EXPERTISE:

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

PROFESSIONAL EXPERIENCE:

8/93 to Present ASSISTANT EXECUTIVE DIRECTOR: NFI NORTH, INC. (NFI)
Assist the Director in the overall fiscal, programmatic, and clinical management of a non-profit human service corporation. Responsibilities involve all administrative functions and financial responsibility for the entire corporation. This includes routine communication with the Parent Corporation, multi-state authorities, and internal managerial staff.

4/89 to 8/93 AGENCY SUPERVISOR EXPERIENCES:
NORTHEASTERN FAMILY INSTITUTE, INC. (NFI)
Responsible for the overall management and supervision of various adolescent programs within the agency. This includes the provision of training, staff orientation, clinical and administrative supervision and participation in all aspects of program development. Maintained regular on-call responsibility to several agency projects.

4/89 to 8/93 PROGRAM DIRECTOR, NFI INTERMISSION ADOLESCENT ASSESSMENT CENTER
Responsible for the overall management of a D.S.S. funded, coed, secure, ninety-day diagnostic assessment center providing treatment and stabilization to nine emotionally disturbed adolescents. Responsibilities included: hiring, training, evaluating and supervising professional staff, design and implementation treatment approaches and behavior management systems. Facilitated all aspects of treatment component including treatment plans, linked families with community resources to facilitate reunification. Represent the agency through participation in the MA, State's Adolescent Network Initiative as well as developing and presenting training.

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

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

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

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

EDUCATIONAL BACKGROUND:

1991 to 1993	CAMBRIDGE COLLEGE CAMBRIDGE, MASSACHUSETTS Master of Education in Counseling Psychology
1986 to 1988	UNIVERSITY OF MASSACHUSETTS BOSTON, MASSACHUSETTS Psychology Major, Undergraduate Study
1984 TO 1986	NORTH SHORE COMMUNITY COLLEGE BEVERLY, MASSACHUSETTS Associate of Science in Human Services and Mental Health

MEMBERSHIPS:

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

SPECIAL HONORS/AWARDS:

SPIRIT OF THE COMMUNITY AWARD

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

FOSTER FURCOLO SCHOLARSHIP

Awarded full 2-year grant for outstanding academic achievement.

GTE SYLVANIA SCHOLARSHIP

Awarded a full semester grant for outstanding academic performance.

LINK AWARD

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

ADDITIONAL WORK EXPERIENCE:

2002 to 2004

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

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

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

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

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

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

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

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

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

KRISTI VAZIFDAR

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

PROFESSIONAL EXPERIENCE

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

CHIEF FINANCIAL OFFICER

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

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

INTERIM FINANCE MANAGER

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

Key Accomplishments:

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

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

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

FINANCE DIRECTOR

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

Key Accomplishments:

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

Star Island Corporation, Portsmouth, NH, 2004 – 2008

BUSINESS & FINANCE MANAGER

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

Key Accomplishments:

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

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

Star Island Corporation, Portsmouth, NH, 2000 – 2003

ACCOUNTANT

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

Key Accomplishments:

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

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

ACCOUNTANT, 1997 - 1999

OFFICE ASSISTANT, 1995 – 1997

COMPUTER SKILLS

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

COMMUNITY INVOLVEMENT & VOLUNTEER EXPERIENCE

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

Treasurer September, 2016 - PRESENT

Leadership Seacoast, Admissions Committee, 2014 - PRESENT

Leadership Seacoast, Program Graduate, 2013

4H, Judge for various competitions, 2013 – 2015

Barrington NH PTA 2011-2015

EDUCATION

Master of Business Administration, Southern New Hampshire University

Graduate Certificate in Accounting, Southern New Hampshire University

Bachelor of Arts, Political Science, University of New Hampshire

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

HIGHLIGHTS OF QUALIFICATIONS:

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

EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.

Regional Director

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

1994 to 1998 NFI NORTH, INC.

Program Director, North Country Shelter, Jefferson, NH

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

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

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

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

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

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

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

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

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

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

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

Established strong relations with other TBI programs nationwide.

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

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

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

Supervised all job coaches and trainers.

1986 to 1983 LACONIA STATE SCHOOL AND TRAINING CENTER, Laconia, NH
Recreational Therapist

TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire

1979 Substitute Teacher for Middle-Secondary School

1977 to HOLBROOK SCHOOL, Holbrook, MA

1978 Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

1978 to UNITED STATES ARMY NATIONAL GUARD, Concord, NH

1998 Demonstrated strong leadership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the State 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

Randa L. Tenney

SUMMARY

Experienced professional with twenty five years' experience managing a nonprofit program for disadvantaged and at risk youth, as well as adults. Highly skilled in establishing and maintaining key partnerships, collaborations, and funding sources. Proven ability to provide excellent leadership for staff as well as motivating clients. 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 Director NFI North Transitional Housing Services Bradford 1/1/18-
present

- Managed Program for adults with mental illness
- Supervised all aspects of program
- Hired and supervised staff
- Provided group and individual services to consumers
- Ensured all services adhered to certification and licensing rules
- Ensured all Joint Commission standards are followed
- Participated in clinical, management and staff meetings
- Fully trained in ANSA, IMR, Supported Employment, and Medication Administration
- Participated in Monthly agency leadership meetings
- Attended quarterly meetings with BBFI

Vocational Specialist III Transitional Housing Services, Concord, NH

July 1, 2017-Dec 30, 2018

- Worked with mentally ill adults in a structured therapeutic program
- Learned regulations, policies and procedures, and certification requirements for adults w/mental illness
- Trained in medication administration
- Completing ANSA certification
- Scheduled to receive IMR training in December
- Attended all Clinical team meetings, management and staff meetings

Program Director, NFI North Midway Shelter

April 2012-June 30, 2017

- Responsible for all aspects of managing the program including hiring, training, and supervising staff and ensuring that all policies and procedures are followed as well as licensing and contractual requirements are met

- Developing and maintaining positive relationships with referral sources, families, attorneys, judges, donors, volunteers and community members
- Ensuring that building maintenance and capital improvements are completed
- Ensuring that the budgetary and fiscal responsibilities are completed
- Participating in the agency Leadership Team
- Ensuring that the Mission of the agency and the program is reflected and embedded in all aspects of the program
- Motivating staff and youth to work together for positive outcomes

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
- First Aid and CPR Certified
- 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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paul Dann	Executive Director	\$186,732	0	0
Karen Cusano	Assistant Executive Director	\$146,200	0	0
Kristi Vazifdar	Chief Financial Officer	\$103,225	0	0
Jan Williamson	Regional Director	\$110,250	5%	\$5,512
Randa Tenney	Program Director	\$62,955	100%	\$62,955

Executive management Personnel are not paid directly through this contract. A portion of indirect costs is representative of their time.

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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

September 12, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into Agreements with the Vendors listed below for the provision of transitional housing beds and services for adults who have severe mental illness or severe and persistent illness and who no longer meet the level of care provided by New Hampshire Hospital or a Designated Receiving Facility, in an amount not to exceed \$1,297,252 in the aggregate, effective upon the date of Governor and Executive Council approval through June 30, 2019. 100% General Funds.

Funds are anticipated to be available in State Fiscal Years 2019 in the account listed below.

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

Vendor Name	Stater Fiscal Year	Vendor ID#	Address	Class/ Account	Budget Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	2019	177278	113 Crosby Road, Suite 1 Dover, NH 03820	102/500731	\$520,535
NFI North, Inc – Bradford location	2019	177575-B001	40 Park Lane Contoocook, NH, 03229	102/500731	\$665,475
NFI North, Inc – Bethlehem location	2019	177575-B001	40 Park Lane Contoocook, NH, 03229	102/500731	\$111,242
				Grand Total	\$1,297,252

EXPLANATION

The purpose of these Agreements are to establish and operate ten (10) transitional housing beds with wrap-around services and supports in the Bethlehem, Bradford, and Strafford County areas. One (1) of these beds will be located at the already established Bethlehem location, six (6) beds will be located at the already established Bradford location, and three (3) will be located in Strafford County.

During the 2017 legislative session, the New Hampshire General Court made investments to improve the State's mental health system. These improvements included, but were not limited to establishing transitional and community residential beds with wrap-around services and supports;

Approval of these Agreements will allow the Contractors to provide transitional housing and community residences to ten (10) adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. These services are being provided to make investments to improve the State's mental health system pursuant to House Bill 517, Section 186 (III) (2017).

The Contractors will establish transitional housing beds and a community residence by providing room and board and extensive support and rehabilitation services to the adults within their care. The programs will serve the clinical, medical, vocational, and residential needs of adult men and women with mental health issues. These services include: psychiatric services, medication management, clinical services, medical services, residential, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, support for community connectedness and family involvement, open community with families and individuals, a comprehensive approach to service delivery driven by consumer involvement, and evidence based practice approaches that include Illness Management and Recovery.

The Contractor will provide quarterly data reports that include the number of individuals admitted and discharged during that time period, where individuals were discharged and with what services in place, programs and supports each individual is involved in, current waitlist times, and ongoing discharge planning for each client. DHHS meets with NFI on a quarterly basis to review these reports and discuss ongoing case and programmatic concerns. Monthly reports are submitted that include revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, and a Profit and Loss statement. DHHS ensures all items within the contract are in place within time frames through extensive contract oversight. Ongoing improvements around data submission continue to lead to improved oversight of contracts and ensuring quality care for individuals.

These Contracts were competitively bid. The Department published a Request for Applications for Transitional Housing and Community Residential Beds (RFA-2019-DBH-02-TRANS) on the Department of Health and Human Services website from April 18, 2018 through May 21, 2018. Three (3) applications were received in response to the Request for Applications. The applications were evaluated based upon the criteria published in the Request for Applications by a team of individuals with program specific knowledge and expertise. (See attached Score Summary)

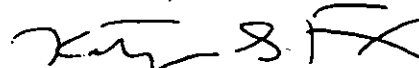
The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, ten (10) transitional housing beds and services would not be available to individuals in need of housing who are transitioning from NH Hospital or a Designated Receiving Facility to the community which, in turn, makes those beds available to individuals who are waiting in hospital emergency rooms for services across the State.

Area served: Statewide.

Source of Funds: 100% General

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner


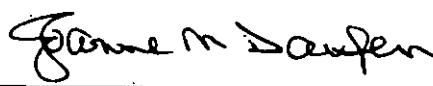
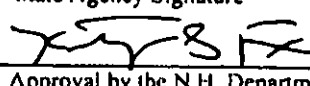
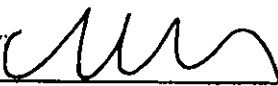
Subject: Transitional Housing & Community Residences (RFA-2019-DBH-02-TRANS-02)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Lane Contoocook, NH, 03229	
1.5 Contractor Phone Number (603) 746-7544	1.6 Account Number 010-095-092-41170000-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$665,475
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number (603) 271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen E. Cusano, M.Ed. Assistant Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>August 17, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily to me, the undersigned officer, person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <u>Assistant Executive Director</u> . Signature of Notary Public or Justice of the Peace  JOANNE M. DAUTER COMMISSION EXPIRES JUNE 6, 2023			
1.12 Name and Title of Notary or Justice of the Peace Joanne M. Dauter Notary Public NEW HAMPSHIRE Executive Assistant			
1.14 State Agency Signature  Date: <u>9/12/18</u>		1.15 Name and Title of State Agency Signatory Katja Stox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/18/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

[Signature]
8/17/18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall obtain the licenses and certifications to operate the facility pursuant to New Hampshire Administrative Rules He-P 814, He-M 1000.
- 1.4. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.5. The Contractor shall become an enrolled Medicaid provider through the Department's Medicaid program. More information can be found at the following website: <http://www.dhhs.nh.gov/ombp/medicaid/providerservices.htm>.
- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work

- 2.1. The Contractor shall develop and operate six (6) transitional housing beds with wrap-around services and supports at 2554 Route 103 Bradford, NH 03221, which shall attain and maintain certification and licensing as a community residence in accordance with RSA 151. The Contractor shall ensure:
 - 2.1.1. The six (6) beds are specifically reserved for adults referred from New Hampshire Hospital (NHH) or a Designated Receiving Facility (DRF) who:
 - 2.1.1.1. Have a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401).
 - 2.1.1.2. Require extensive support and rehabilitation to successfully transition from NHH or a DRF before moving to less restrictive alternatives in the community of their choice.
 - 2.1.1.3. Have been determined to no longer meet the level of care provided by NHH or a DRF.
 - 2.1.2. An ability to accept uninsured individuals for up to three (3) of the six (6) beds at any given time.
- 2.2. The Contractor shall all ensure the beds developed include wrap-around services and supports for individuals served and that priority for access to the beds is given to

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individuals transitioning from NHH and/or a DRF, regardless of insurance coverage or ability to pay.

- 2.3. The Contractor shall accept consumer referrals from NHH, DRFs and the Community Mental Health Centers (CMHCs), as approved by the Department prior to placement. The Contractor shall:

2.3.1. Maintain a list of referred individuals, in order of referral date, for whom admission is sought but a bed is not yet available.

2.3.2. Collaborate with the Department on the data elements to be captured in the list.

2.3.3. Ensure the list is available to the Department on a weekly basis.

2.3.4. Obtain approval from the Department for all placements.

2.3.5. Prioritize clients referred by New Hampshire Hospital and Designated Receiving Facilities by having a referral, admissions, and evaluation process that:

2.3.5.1. Places current inpatient individuals at New Hampshire Hospital ahead of any and all community based referrals.

2.3.5.2. Provides for a written referral protocol that includes a review / evaluation of the individuals' current situation, assessment of need and disposition.

2.3.5.3. Responds to all referrals, in writing, as to the consumer's disposition, (acceptance or denial) into the Transitional Housing Program Services. If there are contingencies placed on the acceptance or if the referral is denied, the vendor shall provide, in writing, an explanation of contingents or reason for denial to the consumer. An unreasonable denial, as determined by the Department, shall constitute an event of default.

2.3.5.4. Responds to the consumer, with a decision in writing, within 14 business days of receipt.

2.3.5.5. Establishes an admission process, as approved by the Department, which ensures successful entry of accepted referrals into the program. In the event that a referral is not successful in the transition process, the vendor shall communicate with NHH or the agency that initiated the referral, verbally and in writing, as to the reason(s) for the unsuccessful transition.

2.3.5.6. Is approved by the Department for all clients being referred by the Community.

- 2.4. The Contractor shall have a discharge process for clients that are discharged from the Transitional Housing Program Services that:

2.4.1. Ensures participation in discharge planning meetings with community mental health centers, New Hampshire Hospital, other providers, and natural supports.

2.4.2. Provides for a written discharge plan that includes an evaluation of the clients' current situation, disposition and transition plan for moving back in to

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- the community.
- 2.4.3. Retains the individual's bed, in the event that an individual's conditional discharge is revoked, resulting in a temporary readmission to NHH.
 - 2.4.4. Demonstrates development and implementation of a collaborative relationship with the community mental health program and natural supports, including family, to develop the terms of conditional discharges pursuant to RSA 135-C:50 and He-M 609, and to develop treatment plans designed to return each consumer to the community.
- 2.5. The Contractor shall provide the written processes for referrals, admissions, evaluations and discharges outlined in Section 2.3 and Section 2.4 to the Department either:
- 2.5.1. Within thirty (30) days from the contract effective date; or
 - 2.5.2. Within ninety (90) days of the contract effective date upon written notification and request to the Department for technical assistance to develop processes.
- 2.6. The Contractor shall assist the **Pre-Admission Screening and Annual Resident Review (PASARR) Office** of the Department in meeting the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASARR Office, and with the appropriate authorization to release information, the Contractor shall provide the PASARR office with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.
- 2.7. The Contractor shall designate a staff member to perform the responsibilities of **Complaint Manager** in accordance with New Hampshire Administrative Rule He-M 204.
- 2.8. The Contractor shall ensure transition planning into the community is available for all clients. The Contractor shall ensure the transitional plan includes, but is not limited to:
- 2.8.1. Ensuring program participants have the ability to move into more integrated community settings and where possible.
 - 2.8.2. Working with individuals to develop a person-centered plan that incorporates their needs, and safety of themselves and the public per New Hampshire Administrative Rule He-M 401.
 - 2.8.3. Collaborating with the client's local community mental health program, peer support agencies, and other natural supports to provide other services and supports in the community.
 - 2.8.4. Involving the individual's family to support integration into the community, with the individual's consent.
 - 2.8.5. Identifying any barriers to placement in the community, and emphasize the interventions necessary to promote more opportunities for community integration.

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- 2.9. The Contractor shall utilize **Recovery and Resiliency Approaches** that include, but are not limited to:
- 2.9.1. Providing individuals with access to services that promote the values of recovery and resiliency through an emphasis on a strength-based approach and person-centered service planning, in accordance with He-M 401.
 - 2.9.2. Using the individual's service plan to help the individual identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others in order to create a network of support that will build resiliency and strength based recovery and wellness skills.
 - 2.9.3. Utilizing Dialectical Behavior Therapy, Acceptance and Commitment Therapy, Motivational Interviewing and Wellness Recovery Action Plans in treatment and focus groups that include, but are not limited to:
 - 2.9.3.1. Cognitive Behavior Therapy (CBT) Focused Groups including but not limited to:
 - 2.9.3.1.1. Seeking Safety.
 - 2.9.3.1.2. Wellness Management that includes but is not limited to:
 - 2.9.3.1.2.1. Daily fitness groups.
 - 2.9.3.1.2.2. Weekly nutrition groups.
 - 2.9.3.1.2.3. Healthy menu planning classes.
 - 2.9.3.1.2.4. Health groups.
 - 2.9.3.1.3. Substance abuse services as provided by a Licensed Alcohol and Drug Counselor (LADC).
 - 2.9.3.2. Specialized Sex Offender Treatment, including but not limited to:
 - 2.9.3.2.1. Facing the Shadows – Sexual Offender treatment curriculum with a licensed sex offender consultant
 - 2.9.3.2.2. Skill System – Emotion Regulation within Sexual Offender Treatment.
 - 2.9.3.2.3. Various Tools for Sexual Offender Treatment including but not limited to Dynamic Risk Factors Tool, LCSMI, STATIC, THE ACUTE, Stable, SAPROF, Firestone Violence assessment, VRAG, SORAG.
 - 2.9.3.2.4. Good Lives Model – For Sexual Offender Treatment – Strengths Based Rehabilitation Theory
 - 2.9.3.2.5. Adult Relapse Prevention for Sexual Offenders
 - 2.9.3.3. Substance Abuse Treatment that includes but is not limited to Co-occurring substance abuse treatment.
 - 2.9.3.4. Other groups including, but not limited to, Not Guilty by Reason of Insanity (NGRI) Support Group.
 - 2.9.4. Providing transitional services within three areas of focus that include:

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- 2.9.4.1. Clinical and Medical Services.
- 2.9.4.2. Supported Employment and Vocational Services.
- 2.9.4.3. Residential Life Services.
- 2.9.5. Providing community residential services as defined in New Hampshire Administrative Rule He-M 1002, which include, but are not limited to:
 - 2.9.5.1. Personal decision making.
 - 2.9.5.2. Personal care, household management, budgeting, shopping, and other functional skills.
 - 2.9.5.3. Household chores and responsibilities.
 - 2.9.5.4. Having relationships with person both with and without disabilities.
 - 2.9.5.5. Accessing a wide range of integrated community activities including recreational, cultural, and other opportunities.
 - 2.9.5.6. Participating in religious services and practices of the consumer's choosing.
 - 2.9.5.7. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.
- 2.9.6. Completing individual service plans for clients in accordance with New Hampshire Administrative Rules He-M 401 and He-M 408.
- 2.9.7. Providing evidenced based Illness Management and Recovery Services on an individual and group basis in accordance with New Hampshire Administrative Rule He-M 426 that shall teach strategies for:
 - 2.9.7.1. Recovery strategies.
 - 2.9.7.2. Practical facts about mental illness.
 - 2.9.7.3. The stress-vulnerability model and treatment strategies.
 - 2.9.7.4. Building social supports.
 - 2.9.7.5. Reducing relapses.
 - 2.9.7.6. Using medication effectively.
 - 2.9.7.7. Coping with stress.
 - 2.9.7.8. Coping with problems and symptoms.
 - 2.9.7.9. Getting your needs met in the mental health system.
 - 2.9.7.10. Assessing for Drug and Alcohol use.
- 2.9.8. Providing Psychotherapeutic Services in accordance with New Hampshire Administrative Rules He-M 426, which includes sex offender treatment.
- 2.9.9. Providing Targeted Case Management (TCM) Services In accordance with New Hampshire Administrative Rules He-M 426 in order to:
 - 2.9.9.1. Ensure continuity of care by assisting consumers gain access to needed medical, social, educational, and other services on a one-to-one basis to help them transition back to their homes and

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- communities.
- 2.9.9.2. Assist consumers with completing applications for all appropriate sources of financial, medical, and housing assistance including, but not limited to:
 - 2.9.9.2.1. Medicaid.
 - 2.9.9.2.2. Medicare.
 - 2.9.9.2.3. Social Security Disability Income.
 - 2.9.9.2.4. Public Housing subsidies.
 - 2.9.9.2.5. Section 8 subsidies.
 - 2.9.10. Providing an Adult Needs and Strengths Assessment (ANSA) for each consumer, as well as enter results into the Department's data collection system:
 - 2.9.10.1. Upon admission to the program.
 - 2.9.10.2. Ninety (90) days after admission as part of the individual service plan review.
 - 2.9.10.3. Every six (6) months after admission.
 - 2.9.10.4. Annually after the first year from the date of the initial assessment.
 - 2.9.11. Providing Evidence Based Supported Employment Services in accordance with New Hampshire Administrative Rule He-M 426 to consumers who ask to seek competitive employment.
 - 2.9.12. Providing Psychiatric Evaluation and Management Services in accordance with New Hampshire Administrative Rule He-M 426, which shall be provided by a qualified psychiatrist, Advanced Practice Registered Nurse (APRN) or Physician's Assistant (PA), for the purposes of assessment and treatment of consumers in the program.
 - 2.9.13. Providing Medical Services provided by Registered Nurses (RN) will be delivered on site Monday through Friday during the hours of 8:00 am to 10:00 pm and on Saturdays and Sundays during the hours of 8:00 am to 4:30 pm, subject to the following requirements or as otherwise indicated:
 - 2.9.13.1. Annual reviews of health history, health status, supports identified or needed to maintain physical, mental, and social well-being as provided by a primary care provider within Harbor Care Health and Wellness Center, with input from the transitional housing RNs and behavioral health care team, as well as other care team members, following an integrated model of care and treatment plan.
 - 2.9.13.2. Instruction in and assistance with in taking prescribed medications independently, in accordance with Exhibit A-1, Administration of Medications in the Transitional Housing Program.
 - 2.9.13.3. Residential staff trained by the Nurse Trainer to provide services in Section 2.9.13, above.

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- 2.9.13.4. All RN-level medical services, within the hours specified in Section 2.9.13. The Contractor shall have an adequate number of nurses to float/travel between sites to respond to client needs in a timely manner.
- 2.9.13.5. Non-RN level staff including, but not limited to, support staff, Licensed Nursing Assistants, and other providers, to provide non-RN level medical services under the supervision of RNs or other qualified medical providers.
- 2.9.13.6. Primary care clinical staff and home health care staff that provide per diem coverage in the event that additional nursing staff is needed during the above referenced hours, as well as 24/7 coverage through on-call coverage.
- 2.9.14. Qualified staff on site, 24 hours a day, 7 days per week for all transitional housing residents. Staff shall be trained by a Nurse Trainer.
- 2.9.15. Medical Services/Medications shall be administered in accordance with Exhibit A-1, Medication Administration in the Transitional Housing Program.
- 2.9.16. Emergency Services available twenty-four (24) hours per day, seven (7) days per week for both medical and psychiatric needs. Services shall include, but not be limited to:
 - 2.9.16.1. An on-call clinician for evenings, weekends and holidays to provide crisis intervention, coordinate Involuntary Emergency Admission petitions in accordance with Revised Statutes Annotated (RSA)135-C:28 Emergency Treatment and revocation of conditional discharges in accordance with RSA 135-C:51, III) when required.
 - 2.9.16.2. A Registered Nurse available or on-call to:
 - 2.9.16.2.1. Provide education problem solving and support regarding medications.
 - 2.9.16.2.2. Respond to health related concerns.
 - 2.9.16.3. A nurse available on-call the remainder of each day, weekends and holidays to:
 - 2.9.16.3.1. Provide education, problem solving and support regarding medications.
 - 2.9.16.3.2. Respond to health related concerns.
- 2.10. The Contractor shall ensure access to Primary Care Doctors. The Contractor shall:
 - 2.10.1. Assist the client with securing a local primary care physician (PCP) of the client's choosing, within thirty (30) days from the effective date of the contract, for all of the Transitional Housing Program Services clients.
 - 2.10.2. Coordinate the residents care with the PCP.
 - 2.10.3. Exchange health information at regular intervals with the written consent of the individual or guardian.
- 2.11. The Contractor shall Coordinate Care with the Legal System. The Contractor

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shall:

- 2.11.1. Assess the legal commitment status of individual residing in the program.
- 2.11.2. Provide for the continuation of the commitment via the proper legal process, as appropriate.
- 2.11.3. Provide coordination of care with the legal system when indicated, including the NH Department of Corrections, and the NH Attorney General's Office.

2.12. The Contractor shall abide by He-M 300, Clients Rights.

3. Quality Assurance

- 3.1. The Contractor shall perform, or cooperate in the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department, within timeframes specified by the Department, in order to insure the efficient and effective administration of the Medicaid program.
- 3.2. The Contractor shall maintain detailed consumer records as required by New Hampshire Administrative Rule He-M 408. In the event that a Transitional Housing Program Services consumer becomes an inpatient at NHH, the Contractor shall be deemed in compliance with New Hampshire Administrative Rule He-M 408, if the consumer's inpatient status is noted in the record; and
- 3.3. The Contractor shall submit all data needed to comply with federal reporting requirements to the Department within ten (10) business days of receiving such a request.

4. Clients' Contribution for Clothing, Food and Housing

- 4.1. The Contractor shall establish a policy in which the agency works with the client on establishing a clothing and food allowance based on the client's income.
- 4.2. The Contractor shall provide the written policy in Section 4.1 to the Department within 30 business day of contract effective date.
- 4.3. The Contractor shall collect a maximum of 30% of income from each consumer which shall be applied toward the consumer's cost of clothing, food, and housing.
- 4.4. The Contractor shall provide the process and method for calculating, collecting, accounting for the consumer's contribution in Section 4.1, above, and share of expenditures as well as the methodology and policies regarding maintaining records for collections and expenses.
- 4.5. The Contractor shall ensure client contribution policies, processes and methods are designed to best support the client's return to independent living while providing a reasonable and responsible client contribution toward the client's clothing and food costs.
- 4.6. The Contractor shall ensure clients without income are not denied entry to the program due to the lack of ability to provide a client contribution.
- 4.7. The Contractor shall ensure client funds in excess of client contribution, if maintained by the Contractor, are kept separate from program operations revenues and expenses, and in client specific individual accounts.
- 4.8. The Contractor shall ensure policies address steps taken to support the client in being prepared for a rent increase and how to manage that increase upon discharge.

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5. Staffing

- 5.1. The Contractor shall ensure staffing includes, but is not limited to:
 - 5.1.1. One (1) Medical Director who:
 - 5.1.1.1. Possesses a valid license to practice medicine in the United States.
 - 5.1.1.2. Possesses a valid license to practice medicine in New Hampshire; and meet the requirements of RSA 135-C: 2, XIII.
 - 5.1.1.3. Is board eligible or board certified in psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc., or its successor organization at the time of hiring.
 - 5.1.1.4. Maintains board eligibility or certification throughout his/her tenure as medical director.
 - 5.1.2. One (1) Administrator or Director who shall be responsible for the day-to-day management, supervision, and operation of the residence.
 - 5.1.3. One (1) Registered Nurse, licensed in accordance with RSA 326-B, who shall be responsible for the overall delivery and supervision of nursing services.
 - 5.1.4. One (1) Nurse Trainer who shall abide by New Hampshire Administrative Rule He-M 1201 and be responsible for supervision of any staff member who is authorized to administer medications.
 - 5.1.5. A sufficient number of personnel to provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be registered as required by RSA 326-B.
 - 5.1.6. A sufficient number of direct care personnel to meet the 24-hour scheduled and unscheduled needs of the clients in accordance with the clients' individual service plans. The Contractor shall have a minimum of one (1) direct staff member per residence per shift when a consumer is occupying the residence.
- 5.2. The Contractor's Clinical staff working within the Transitional Housing Program Services shall be certified in the administration of the Adult Needs and Strengths Assessment (ANSA) using either the State web based training and certification program or attendance at a State sponsored training.
- 5.3. The Contractor shall provide copies of the staff certificates to the Department upon request.
- 5.4. The Contractor shall provide a staffing contingency plan to the Department that includes, but is not limited to:
 - 5.4.1. The process for replacement of personnel in the event of loss of personnel.
 - 5.4.2. Allocation of additional resources in the event of inability to meet any performance standard.
 - 5.4.3. Discussion of time frames necessary for obtaining replacement personnel.
 - 5.4.4. Capabilities to provide, in a timely manner, replacements/additions with

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comparable experience.

5.4.5. Method of bringing replacements/additions up-to-date regarding obligations identified in this Agreement.

5.5. Staffing qualifications must meet NH Administrative rule requirements both He-M 426.

6. Emergency Response Plan

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

7. Meetings & Reporting

7.1. The Contractor shall meet with the Department at least quarterly, or as requested by the Department, at a mutually agreeable location to review the client progress towards independent living.

7.2. The Contractor shall submit quarterly (January through March, April through June, July through September, and October through December) reports to the Department by the 15th of the month following the quarter, which shall include but not be limited to:

7.2.1. The number of people referred and admitted to Transitional Housing Program Services;

7.2.2. The number of people discharged from the Transitional Housing Program Services; and

7.2.3. The number of people transitioned into the community.

7.3. The Contractor shall submit monthly reports to the Department that include the Balance Sheet and Profit and Loss Statement for the Contractor in order to continually evaluate the Contractor's fiscal integrity. The Contractor shall:

7.3.1. Ensure the Profit and Loss Statement includes a budget column allowing for budget-to-actual analysis.

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

8. Performance Measures

8.1. The Contractor shall report the following performance measures on a quarterly basis or through yearly chart audits utilizing a form developed by the Department:

8.1.1. Re-admission rates to both NHH and Emergency Departments for individuals being served;

8.1.2. Employment status upon exit versus entry;

8.1.3. Time between referral and admission;

8.1.4. Time for individuals to transition from THS to community based living and services;

8.1.5. Smoking status upon admission and discharge;

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- 8.1.6. Evidence of care coordination;
- 8.1.7. Evidence of client involvement in development of care (or treatment) and crisis plans;
- 8.1.8. Level of outside agency activities provided and individual's engagement in these.

9. Deliverables

- 9.1. The Contractor shall provide documentation of demonstrated development and implementation of collaborative relationships detailed in Section 2.4.4, above, no later than thirty (30) days from the contract effective date.
- 9.2. The Contractor shall submit a transitional plan to the Department for approval within thirty (30) days from contract effective date, to transition clients back into the community, as specified in Section 2.7, above.
- 9.3. The Contractor shall provide policies, procedures and methodologies to meet the requirements of Section 4, above, to the Department no later than ten (10) business days from the contract effective date.
- 9.4. The Contractor shall provide the staffing contingency plan described in Section 5.4 within thirty (30) days of the contract effective date.
- 9.5. The Contractor shall provide the Emergency Response Plan in Section 6, above, to the Department for review and approval no later than ten (10) days from the Contract effective date.
- 9.6. The Contractor shall enter data from the Adult Needs and Strengths Assessments (ANSAs) in Section 2.9.10. into the Department's data collection system within five (5) days of completing each assessment.
- 9.7. The Contractor shall provide written processes for referrals, admissions and evaluations and discharges outlined in Section 2.3 and Section 2.4 to the Department no later than thirty (30) days from the contract effective date.

KJC
8/17/18



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

1. Medication Administration.

- 1.1. Administration of medications to individuals shall be performed by authorized providers or licensed persons only.
- 1.2. All individuals shall be initially assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine the level of support needed specific to medication administration.
- 1.3. The assessment pursuant to (b) above shall include the individual's:
 - 1.3.1. Medication orders and medications prescribed;
 - 1.3.2. Health status and health history;
 - 1.3.3. Ability to self-medicate
 - 1.3.4. Ability to understand
- 1.4. If a guardian with authority regarding health care decisions has been appointed for an individual, the "Community mental health provider" shall obtain the consent of the guardian prior to the administration of medications.
- 1.5. Authorized providers shall administer only those medications for which there is a medication order.
- 1.6. Authorized providers shall maintain a copy of each individual's medication orders in the individual's record.
- 1.7. Authorized providers shall administer PRN medication in accordance with:
 - 1.7.1. A medication order; and
 - 1.7.2. A PRN protocol approved by the prescribing practitioner or the nurse trainer that includes:
 - 1.7.2.1. The specific condition(s) for which the medication is given;
 - 1.7.2.2. A maximum daily dosage; and
 - 1.7.2.3. Any special instructions.
- 1.8. Authorized providers shall administer medications only to the individuals to whom they are regularly assigned or about whom they have current knowledge relative to their medication regimes.
- 1.9. Information specific to each medication shall be obtained by the authorized provider prior to administration of medications, including, at a minimum:
 - 1.9.1. The purpose and effect(s) of the medication;
 - 1.9.2. Response time of the medication;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 1.9.3. Possible side effects, adverse reactions, and symptoms of overdose;
- 1.9.4. Possible medication interactions; and
- 1.9.5. Special storage or administration procedures.
- 1.10. In the event of discovery of a medication occurrence, an authorized provider shall:
 - 1.10.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 1.10.2. Document each medication occurrence within 8 hours of discovery of the occurrence; and
 - 1.10.3. Forward the documentation to the nurse trainer within one business day.
- 1.11. In the event of medication refusal, the authorized provider shall:
 - 1.11.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 1.11.2. Document each medication occurrence pursuant within 8 hours of discovery of the refusal; and
 - 1.11.3. Forward the documentation to the nurse trainer within one business day.
- 1.12. In those cases where an individual has a history of medication refusal, immediate consultation and documentation pursuant to Section 1.11 above shall not be necessary if a protocol has been developed by the individual's treatment team that includes the actions to be taken to address the refusal and has been approved by the prescribing practitioner and, if applicable, guardian.
- 1.13. Copies of medication occurrence and medication refusal reports shall be maintained in the quality improvement office at the "Community mental health provider".

2. Self-Medication.

- 2.1. Individuals who wish to take their own medications, with their guardians' approval, if applicable, shall be determined to be self-medicating by a licensed physician, A.R.N.P., physician assistant, or nurse trainer if they demonstrate the ability to:
 - 2.1.1. Identify each medication;
 - 2.1.2. Indicate the purpose of each medication;
 - 2.1.3. Indicate the dosage, frequency, time and route of administration for each medication;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 2.1.4. Demonstrate an understanding of the potential consequences of not taking the medication or of not taking the medication properly;
- 2.1.5. Indicate circumstances for which assistance should be sought from licensed persons; and
- 2.1.6. Seek assistance, if needed, from licensed persons.
- 2.2. If individuals do not demonstrate the ability to self-medicate pursuant to Section 2.1, above but wish to receive education regarding self-medication, then:
 - 2.2.1. The individual service plan shall document the individual's need for such education;
 - 2.2.2. The education shall precede self-medication and include, minimally, the components outlined in Section 2.1.1 through Section 2.1.6, above; and
 - 2.2.3. Until an individual demonstrates the capability to self-medicate, the individual receiving education shall be directly supervised by a licensed person or an authorized provider when taking medications to prevent medication occurrences.
- 2.3. If an individual's physical or mental health declines such that his or her ability to self-administer is affected, the individual shall be re-assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine his or her continued capability to self-medicate.
- 2.4. Documentation by the nurse trainer and, if applicable, guardian approval of self-medication ability shall be maintained in the individual's record at the community residence.

3. Training and Authorization of Providers.

- 3.1. Providers who request training to be authorized to administer medications shall complete a training program that:
 - 3.1.1. Consists of a minimum of 8 hours of classroom training, exclusive of testing or nurse trainer competency evaluation;
 - 3.1.2. Is conducted by a nurse trainer; and
 - 3.1.3. Covers the following topics:
 - 3.1.3.1. The role, responsibilities and performance of the authorized provider in the medication administration process;
 - 3.1.3.2. Principles of emergency response;
 - 3.1.3.3. Effective health care coordination;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 3.1.3.4. Rights regarding accepting or refusing medications;
- 3.1.3.5. Principles of infection control as they relate to medication administration;
- 3.1.3.6. Anatomy and physiology as they relate to medication administration;
- 3.1.3.7. Common reactions to medications;
- 3.1.3.8. Categories of medications and their effects;
- 3.1.3.9. Effective management of poisoning or medication overdose;
- 3.1.3.10. Storage and disposal of medications;
- 3.1.3.11. Communications with individuals and if applicable, their guardians, about their medications;
- 3.1.3.12. The 6 principles of medication administration including:
 - 3.1.3.12.1. The correct medication;
 - 3.1.3.12.2. The correct dosage of the medication;
 - 3.1.3.12.3. The medication to the correct individual;
 - 3.1.3.12.4. The medication at the correct time;
 - 3.1.3.12.5. The medication to the individual by the correct method; and
 - 3.1.3.12.6. The accurate documentation;
- 3.1.3.13. Methods of administration, including:
 - 3.1.3.13.1. Oral;
 - 3.1.3.13.2. Topical;
 - 3.1.3.13.3. Inhalant;
 - 3.1.3.13.4. Sublingual;
 - 3.1.3.13.5. Transdermal;
 - 3.1.3.13.6. Nasal;
 - 3.1.3.13.7. Ocular;
 - 3.1.3.13.8. Auricular;
 - 3.1.3.13.9. Vaginal;
 - 3.1.3.13.10. Rectal; and



- 3.1.3.13.11. When indicated by the needs of the individual:
 - 3.1.3.13.11.1. Subcutaneous;
 - 3.1.3.13.11.2. Intramuscular, only if epinephrine via auto injector; and
 - 3.1.3.13.11.3. Enteral; and
- 3.1.3.14. Methods of documenting:
 - 3.1.3.14.1. The administration of medications;
 - 3.1.3.14.2. The use of controlled substances; and
 - 3.1.3.14.3. Medication occurrences.
- 3.2. To be authorized to administer medications, providers shall have:
 - 3.2.1. Completed a minimum of 8 hours of classroom training as set forth as set forth in Section 3.1, above;
 - 3.2.2. Scored 80% or higher, on a written examination based on the information conveyed to them in the training referenced in Section 3.1, above; and
 - 3.2.3. Demonstrated knowledge of the following pertaining to each individual's medication(s):
 - 3.2.3.1. The name of the medication;
 - 3.2.3.2. The reason for its use;
 - 3.2.3.3. Any side effects or adverse reactions; and
 - 3.2.3.4. Any special instructions such as giving certain fluids, checking pulse rate or monitoring blood levels; and
 - 3.2.4. Following direct observation by a nurse trainer, been found appropriate, pursuant to Nur 404.06(b)-(f), to be authorized to administer medications.
- 3.3. Authorization pursuant to Section 3.2, above shall be valid for one year from the date of issuance.
- 3.4. Whenever a change in an individual's medication occurs or a new individual begins to receive services, the nurse trainer shall educate the authorized provider according to "Training and Authorization of Providers" section above.
- 3.5. Re-authorization of an authorized provider shall:
 - 3.5.1. Follow a nurse trainer's direct observation of the provider in the administration of medication;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 3.5.2. Be performed in accordance with Nur 404.06(b)-(f), as applicable; and
- 3.5.3. Be valid for a period of 12 months from the date of issuance.
- 3.6. Documentation of authorization pursuant to Section 3.2.4, above and Section 3.5, above shall be maintained by the nurse trainer for each authorized provider.
- 3.7. Authorization of providers to administer medication shall be rescinded pursuant to Nur 404.06(g)-(h). Authorization shall be reinstated pursuant to this Section 3, Training and Authorization of Providers.

4. Documentation.

- 4.1. For each individual for whom medications are administered, an authorized provider shall maintain documentation of medication administration that includes:
 - 4.1.1. The name of the individual;
 - 4.1.2. If applicable, the guardian's name and contact information;
 - 4.1.3. Emergency contacts;
 - 4.1.4. Allergies, if applicable; and
 - 4.1.5. For each medication prescribed:
 - 4.1.5.1. The name of the individual;
 - 4.1.5.2. The dosage;
 - 4.1.5.3. The frequency of administration;
 - 4.1.5.4. The route of administration;
 - 4.1.5.5. The date and time of administration;
 - 4.1.5.6. The order date; and
 - 4.1.5.7. Special considerations in taking the medication, if applicable, as directed by the prescribing practitioner or the pharmacist.
- 4.2. Documentation of medication administration shall be completed by the authorized provider at the time medications are administered.
- 4.3. Each authorized provider who administers medications to an individual shall enter his or her full signature, credentials and initials in a section designated for such purpose in the individual's current medication log.
- 4.4. When a PRN medication is administered, documentation shall be pursuant to Section 4.1, above and also include the reason for administration and the medication's effectiveness.



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 4.5. When a controlled drug is prescribed for an individual, the authorized provider shall maintain an inventory that includes:
 - 4.5.1. The name of the individual;
 - 4.5.2. The name of the prescribing practitioner;
 - 4.5.3. The name of the drug and strength;
 - 4.5.4. The amount used;
 - 4.5.5. Amount remaining;
 - 4.5.6. The time and date administered;
 - 4.5.7. The name and credentials of the person who administered the medication;
 - 4.5.8. Documentation of a daily count; and
 - 4.5.9. If applicable, documentation of disposal in the presence of 2 people, at least one of whom is a licensed person.
- 4.6. An authorized provider shall document:
 - 4.6.1. Each medication occurrence upon discovery; and
 - 4.6.2. An individual's refusal to take medications, except as noted in Section 1, Medication Administration, Subsection 1.12.
- 4.7. Documentation required pursuant to Section 4.6 above shall, at a minimum, include the following:
 - 4.7.1. The individual's name;
 - 4.7.2. The date and time of the occurrence or refusal;
 - 4.7.3. The drug name, dosage, frequency, route of administration and prescribing practitioner;
 - 4.7.4. A description of the occurrence or refusal;
 - 4.7.5. The date and time of notification of a licensed person
 - 4.7.6. Actions recommended by the licensed person;
 - 4.7.7. Actions taken by the authorized provider; and
 - 4.7.8. The date and time of notification of a nurse trainer.
- 4.8. Changes in medication orders shall be documented on the medication log by licensed persons or authorized providers.
- 4.9. The authorized provider shall report all changes in medication orders to the nurse trainer.
- 4.10. The authorized provider shall note, in the medication log, any medication withheld and the reason(s) the medication was withheld.



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 4.11. The requirements of Sections 4.1 through Section 4.9, above shall not apply to individuals who self-medicate

5. Storage of Medications.

- 5.1. All medications to be administered by an authorized provider shall be kept in a locked container, cabinet or closet.
- 5.2. All controlled drugs to be administered by the authorized provider, except as noted in Section 6.3, below, shall be stored in a locked compartment within a locked container, cabinet or closet.

6. Quality Review.

- 6.1. A registered nurse or licensed practical nurse shall, at least monthly, review the following for all individuals whose medications are administered by authorized providers:
- 6.1.1. Documentation that the provider administering the medication(s) holds a current authorization;
- 6.1.2. Medication orders and PRN protocols;
- 6.1.3. Medication labels and medications listed on the medication log to ensure that they match prescribing practitioner's orders;
- 6.1.4. Medication logs to ensure that documentation indicates:
- 6.1.4.1. That medication was administered as prescribed;
- 6.1.4.2. Refusal by the individual to take medication, if applicable;
- 6.1.4.3. Any medication occurrences; and
- 6.1.4.4. The full signatures and credentials of all persons who initial the log; and
- 6.1.5. Medication storage to ensure compliance with Section 5, Storage of Medication;
- 6.2. Reviews pursuant to Section 6.1, above shall be documented, dated and signed by the nurse and retained for at least 6 years by the community mental health program.

7. Designation of Nurse Trainers.

- 7.1. The director shall, upon request, grant designation as a nurse trainer to nurses who:
- 7.1.1. Have a license as a registered nurse in the State of New Hampshire that is current and unencumbered;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 7.1.2. Have 2 years of licensed nursing experience, at least one of which has been as a registered nurse, within the past 5 years; and
- 7.1.3. Have completed a 6 hour orientation program conducted by the division of behavioral health.
- 7.2. The director shall, upon request, grant 45 day conditional designation as a nurse trainer to nurses who fulfill the requirements of Section 7.1.1 and Section 7.1.2, above but have not yet completed the orientation required by Section 7.1.3, above.
- 7.3. A nurse granted conditional designation shall not authorize or re-authorize providers to administer medications but may supervise currently authorized providers.

8. Medication Quality Review.

- 8.1. The medical director shall review information submitted pursuant to Section 8.3, below.
- 8.2. A nurse trainer from the community mental health provider shall annually submit a report to the program's director of quality assurance that includes the following:
 - 8.2.1. The program name;
 - 8.2.2. The dates during which information was collected and the number of individuals served;
 - 8.2.3. The name, license number, and license expiration date of the nurse trainer;
 - 8.2.4. The date on which the nurse trainer received his or her training and authorization as a trainer;
 - 8.2.5. The number of hours of supervision provided by the nurse trainer per month;
 - 8.2.6. The number of providers trained and number of authorized providers retrained within the particular reporting period;
 - 8.2.7. The total number of providers authorized to administer medication within CMHC programs as of the date of the report;
 - 8.2.8. The total number of medication occurrences listed by specific medication(s) involved, type, frequency, and the corrective action taken;
 - 8.2.9. The number of department-issued "medication Administration" related certification deficiencies documented for the setting pursuant to He-M 1002.13;
 - 8.2.10. Any medication related waiver for the setting, if any;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 8.2.11. A narrative summary of the factors which affected the administration of medication; and
- 8.2.12. The signature of the nurse trainer completing the form and the date on which the report is submitted.
- 8.3. The quality assurance director from the community mental health provider shall report annually on the agency's performance in medication administration to the division. The report shall summarize the content of the nurse trainer's report.
- 8.4. The medical director shall review the reports submitted pursuant to Section 8.3, above and recommend to the director that corrective action be taken by those community residences that, as demonstrated by the reports, have failed to comply with the provisions of this Exhibit A-1, Administration of Medications in the Transitional Housing Programs. The recommendations shall identify areas of non-compliance and suggest corrective action to be taken.
- 8.5. The director shall review all recommendations for corrective action made pursuant to Section 8.4, above. For the community mental health provider for which corrective action has been suggested, the director shall require such corrective action to be taken. Corrective action shall be designed to result in an agency's compliance with this Exhibit A-1, Administration of Medications in the Transitional Housing Programs.
- 8.6. The community mental health provider that is in receipt of a requirement for corrective action shall, within 30 days of such receipt, forward a corrective action plan to the medical director and begin implementation of such plan.

9. Revocation.

- 9.1. Under the following circumstances, the director shall revoke the designations of those nurse trainers and authorizations to administer medications of those providers in community mental health provider where corrective action has been required:
 - 9.1.1. A community mental health provider fails to submit a corrective action plan
 - 9.1.2. A community mental health provider submits a corrective action plan which fails to satisfy the criteria specified by the medical director or his or her designee or
 - 9.1.3. The community mental health provider fails to implement a corrective action plan.
- 9.2. Revocation shall only occur following the provision of 30 days' written notice. Such written notice shall state the reasons for the revocation and inform the community mental health provider that it may appeal



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

the decision. If an appeal of the decision is filed, the revocation shall be postponed pending final action by the director.

- 9.3. The division shall withdraw a notice of revocation if, within the notice period, the community mental health provider complies with or, in the judgment of the director or designee, has made progress toward complying with this Exhibit A-1, Administration of Medications in the Transitional Housing Programs.
- 9.4. A request for appeal shall be submitted in writing to the director within 10 days following the date of the notification of revocation of authorization of a provider to administer medication or designation of a nurse trainer.
- 9.5. The director shall immediately forward the request to the administrative appeals unit so that an appeal proceeding can be scheduled.
- 9.6. Appeals shall be conducted in accordance with He-C 200.

10. He-M 1202.13 Waivers.

- 10.1. A provider or community mental health provider may request a waiver of specific procedures outlined in this this Exhibit A-1, Administration of Medications in the Transitional Housing Programs, in writing, from the department.
- 10.2. A request for waiver shall include:
 - 10.2.1. A specific reference to the section of this Exhibit A-1, Administration of Medications in the Transitional Housing Programs for which a waiver is being sought;
 - 10.2.2. A full explanation of why a waiver is necessary;
 - 10.2.3. A full explanation of alternative provisions or procedures proposed by the community mental health provider or individual;
 - 10.2.4. If the setting is certified, the date of certification;
 - 10.2.5. Signature of the individual(s) or legal guardian(s) indicating agreement with the request; and
 - 10.2.6. Signature of the community mental health provider executive director or designee recommending approval of the waiver.
- 10.3. No provision or procedure prescribed by statute shall be waived.
- 10.4. The director shall grant the waiver if he or she determines that the alternative proposed meets the objective or intent of the rule and does not negatively impact the health or safety of the individual(s).
- 10.5. Upon receipt of approval of a waiver request, the community mental health provider, the provider or individual's subsequent compliance



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

with the alternative provisions or procedures approved in the waiver shall be considered compliance with the rule for which waiver was sought.

- 10.6. Waivers shall be granted in writing for a specific duration not to exceed one year.
- 10.7. A provider, a community mental health provider or individual may request a renewal of a waiver from the department. Such request shall be made at least 90 days prior to the expiration of a current waiver and shall not exceed one year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded with 100% General Funds.
2. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item identified in Exhibit B-1, Budget.
 - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 4.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
Bureau of Mental Health Services
105 Pleasant Street
Concord, NH 03301
Email addresses: Tanja.Godtfredsen@dhhs.nh.gov
 - 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
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 Agreement.

KSC
8/17/18

Exhibit B-1 Budget

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

Bidder/Program Name: NFI North, Inc. Bradford

Budget Request for: Transitional Housing & Community Residences

Budget Period: 7/1/18 - 6/30/19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$395,512.48	\$ 39,551.25	\$ 435,063.73	\$97,276.90	\$ 9,727.69	\$ 107,004.59	\$298,235.58	\$ 29,823.56	\$ 328,059.14
2. Employee Benefits	\$98,880.62	\$ 9,888.06	\$ 108,768.68	\$ 24,318.88	\$ 2,431.89	\$ 26,748.57	\$74,563.74	\$ 7,456.37	\$ 82,020.11
3. Consultants	\$53,752.55	\$ 5,375.26	\$ 59,127.81	\$ 13,227.97	\$ 1,322.80	\$ 14,550.77	\$ 40,524.58	\$ 4,052.48	\$ 44,577.04
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$1,369.42	\$ 136.94	\$ 1,506.36	\$ 335.81	\$ 33.58	\$ 369.39	\$1,033.61	\$ 103.36	\$ 1,136.97
Repair and Maintenance	\$6,114.48	\$ 611.45	\$ 6,725.93	\$ 1,504.18	\$ 150.42	\$ 1,654.60	\$4,610.30	\$ 461.03	\$ 5,071.33
Purchase/Depreciation	\$92,029.92	\$ 9,202.99	\$ 101,232.91	\$ 4,792.08	\$ 479.21	\$ 5,271.29	\$87,237.84	\$ 8,723.78	\$ 95,961.62
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy (includes medical supplies)	\$6,217.88	\$ 621.79	\$ 6,839.67	\$ 1,529.38	\$ 152.94	\$ 1,682.30	\$4,688.52	\$ 468.85	\$ 5,157.37
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$2,798.75	\$ 279.88	\$ 3,078.63	\$ 688.67	\$ 68.87	\$ 757.54	\$2,110.08	\$ 211.01	\$ 2,321.09
6. Travel	\$11,348.08	\$ 1,134.81	\$ 12,482.89	\$ 2,790.40	\$ 279.04	\$ 3,069.44	\$8,557.68	\$ 855.77	\$ 9,413.45
7. Occupancy	\$54,272.02	\$ 5,427.20	\$ 59,699.22	\$ 13,348.06	\$ 1,334.81	\$ 14,682.87	\$40,923.96	\$ 4,092.40	\$ 45,016.36
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$5,596.49	\$ 559.65	\$ 6,156.14	\$ 1,372.32	\$ 137.23	\$ 1,509.55	\$4,224.17	\$ 422.42	\$ 4,646.59
Postage	\$180.95	\$ 18.09	\$ 199.04	\$ 44.05	\$ 4.41	\$ 48.46	\$136.89	\$ 13.69	\$ 150.58
Subscriptions	\$154.58	\$ 15.46	\$ 170.04	\$ 37.83	\$ 3.76	\$ 41.40	\$116.95	\$ 11.69	\$ 128.64
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$10,546.90	\$ 1,054.69	\$ 11,601.59	\$ 2,591.82	\$ 259.18	\$ 2,851.00	\$7,955.08	\$ 795.51	\$ 8,750.59
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$340.59	\$ 34.06	\$ 374.65	\$ 82.92	\$ 8.29	\$ 91.21	\$257.67	\$ 25.77	\$ 283.44
10. Marketing/Communications	\$2,176.36	\$ 217.64	\$ 2,394.00	\$ 534.63	\$ 53.46	\$ 588.09	\$1,641.73	\$ 164.17	\$ 1,805.90
11. Staff Education and Training	\$5,578.40	\$ 557.84	\$ 6,136.24	\$ 1,372.92	\$ 137.29	\$ 1,510.21	\$4,205.48	\$ 420.55	\$ 4,626.03
12. Subcontracts/Agreements	\$8,192.04	\$ 819.20	\$ 9,011.24	\$ 1,523.08	\$ 152.31	\$ 1,675.39	\$ 4,668.98	\$ 466.90	\$ 5,135.86
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumables: Food, Household materials, clothing	\$25,557.96	\$ 2,555.80	\$ 28,113.76	\$ 6,267.59	\$ 626.78	\$ 6,916.35	\$19,270.37	\$ 1,927.04	\$ 21,197.41
Licenses, Permits and fees:	\$18.62	\$ 1.86	\$ 20.48	\$ 4.54	\$ 0.45	\$ 4.99	\$14.08	\$ 1.41	\$ 15.49
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 778,639.09	\$ 77,863.91	\$ 856,503.00	\$ 173,661.82	\$ 17,366.18	\$ 191,028.00	\$ 604,977.27	\$ 60,497.73	\$ 665,475.00

Indirect As A Percent of Direct

10.0%

Contractor Initials: *KSC*

Date: *8/6/18*



SPECIAL PROVISIONS

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

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

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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.

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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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.

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REVISIONS TO GENERAL PROVISIONS

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

8/17/18
Date

[Signature]

Name: Karen E. Cusano
Title: Assistant Executive Director

Contractor Initials KEC
Date 8/17/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

8/17/18
Date

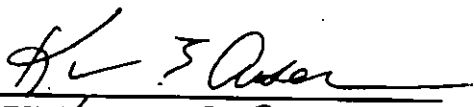

Name: Karen E. Corsano
Title: Assistant Executive Director

Exhibit E -- Certification Regarding Lobbying

Contractor Initials

Date

KSC
8/17/18



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]
8/17/18



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

8/17/18
Date


Name: Karen E. Cusano
Title: Assistant Executive Director

Contractor Initials

KSC
8/17/18
Date



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

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

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

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

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

Exhibit G

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

Contractor Initials

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6/27/14

Rev. 10/21/14

Page 1 of 2

Date

8/17/18

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.

8/17/18
Date

Contractor Name:

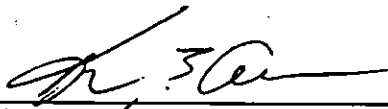

Name: Maria E. Cusago
Title: Assistant Executive Director

Exhibit G

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

Contractor Initials

KSC

Date

8/17/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

8/17/18
Date

Karen E. Cosano

Name: Karen E. Cosano
Title: Assistant Executive Director

Contractor Initials

Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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8/17/18



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date 8/17/18



Exhibit I

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

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

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Contractor Initials

8/17/18

Date



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katy S Fox
Signature of Authorized Representative

Katy S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/17/18
Date

NFI NORTH, INC.
Name of the Contractor

Karen E. Cusano
Signature of Authorized Representative

Karen E. Cusano
Name of Authorized Representative

Assistant Executive Director
Title of Authorized Representative

8/17/18
Date



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

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

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

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

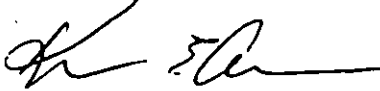
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

Date 8/17/18


Name: March E. Casano
Title: Assistant Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 945 8216 951
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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8/17/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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8/17/16



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Transitional Housing & Community Residences**

This 1st Amendment to the Transitional Housing & Community Residences contract (hereinafter referred to as "Amendment #1") dated this 19th day of April, 2019, 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 40 Park Lane, Contocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 3, 2018 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$222,484.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-2, Amendment #1, Budget.

New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences



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

5/29/19
Date

Katja S Fox
Name: Katja S Fox
Title: Director

NFI North, Inc.

5/16/19
Date

Paul L. Dunn PhD
Name: Paul L. Dunn PhD
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 5/16/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sandra A Jenove
Signature of Notary Public or Justice of the Peace

Office Manager
Name and Title of Notary of Justice of the Peace

My Commission Expires: Oct 29, 2019



**New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences**



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

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

[Signature]
Name: Matthew T. Broadhead
Title: Sr. AAG

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-2, Amendment #1
Budget form**

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North - Bethlehem

Budget Request for: Extension of RFA-2019-03-DBH-TRANS-02
(Name of RFP)

Budget Period: 7/1/19-6/30/20

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,839.98	\$ 12,269.59	\$ 99,909.55	\$ 21,121.23	\$ 5,817.72	\$ 26,738.95	\$ 66,518.73	\$ 6,851.87	\$ 73,170.60
2. Employee Benefits	\$ 21,909.99	\$ 3,067.40	\$ 24,977.39	\$ 5,258.88	\$ 1,402.26	\$ 6,661.16	\$ 18,851.11	\$ 1,865.11	\$ 18,316.22
3. Consultants	\$ 8,840.00	\$ 1,377.80	\$ 11,217.80	\$ 2,361.80	\$ 629.76	\$ 2,991.36	\$ 7,478.40	\$ 747.84	\$ 8,226.24
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 317.12	\$ 44.40	\$ 361.52	\$ 78.11	\$ 20.30	\$ 98.40	\$ 241.01	\$ 24.10	\$ 265.11
Repair and Maintenance	\$ 1,431.20	\$ 200.37	\$ 1,631.57	\$ 343.49	\$ 91.00	\$ 435.08	\$ 1,087.71	\$ 108.77	\$ 1,196.48
Purchase/Depreciation	\$ 187.40	\$ 23.44	\$ 190.84	\$ 40.18	\$ 10.71	\$ 50.89	\$ 127.22	\$ 12.72	\$ 139.95
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 360.00	\$ 50.40	\$ 410.40	\$ 88.40	\$ 23.04	\$ 109.44	\$ 273.80	\$ 27.36	\$ 300.96
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 872.80	\$ 94.16	\$ 966.96	\$ 181.42	\$ 43.05	\$ 204.47	\$ 511.18	\$ 51.12	\$ 562.29
6. Travel	\$ 1,854.00	\$ 259.56	\$ 2,113.56	\$ 444.96	\$ 118.66	\$ 563.62	\$ 1,409.04	\$ 140.80	\$ 1,549.84
7. Occupancy	\$ 206.46	\$ 28.90	\$ 235.36	\$ 49.55	\$ 13.21	\$ 62.76	\$ 156.81	\$ 15.89	\$ 172.60
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 840.00	\$ 117.60	\$ 957.60	\$ 201.60	\$ 53.76	\$ 255.36	\$ 638.40	\$ 63.84	\$ 702.24
Postage	\$ 18.00	\$ 2.52	\$ 20.52	\$ 4.32	\$ 1.15	\$ 5.47	\$ 13.88	\$ 1.37	\$ 15.05
Subscriptions	\$ 25.00	\$ 3.50	\$ 28.50	\$ 6.00	\$ 1.80	\$ 7.80	\$ 18.00	\$ 1.80	\$ 20.80
Audit and Legal	\$ 2,000.00	\$ 280.00	\$ 2,280.00	\$ 480.00	\$ 128.00	\$ 608.00	\$ 1,520.00	\$ 152.00	\$ 1,672.00
Insurance	\$ 567.55	\$ 79.46	\$ 647.01	\$ 136.21	\$ 36.32	\$ 172.54	\$ 431.34	\$ 43.13	\$ 474.47
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 240.00	\$ 33.60	\$ 273.60	\$ 57.60	\$ 15.36	\$ 72.96	\$ 182.40	\$ 18.24	\$ 200.64
11. Staff Education and Training	\$ 576.00	\$ 80.64	\$ 656.64	\$ 138.24	\$ 36.86	\$ 175.10	\$ 437.76	\$ 43.78	\$ 481.54
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumables (food, household supplies, etc.)	\$ 4,516.00	\$ 632.24	\$ 5,148.24	\$ 1,083.84	\$ 289.02	\$ 1,372.86	\$ 3,432.16	\$ 343.22	\$ 3,775.38
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 133,181.28	\$ 18,648.38	\$ 151,829.66	\$ 32,061.83	\$ 8,632.41	\$ 40,694.24	\$ 101,128.65	\$ 10,112.97	\$ 111,241.62
Indirect As A Percent of Direct									
		14.0%					10%		

NFI-North, Inc./Bethlehem

Exhibit B-2, Amendment #1

Contractor Initials 

RFA-2019-DBH-02-TRANS-02

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Date 5/6/19

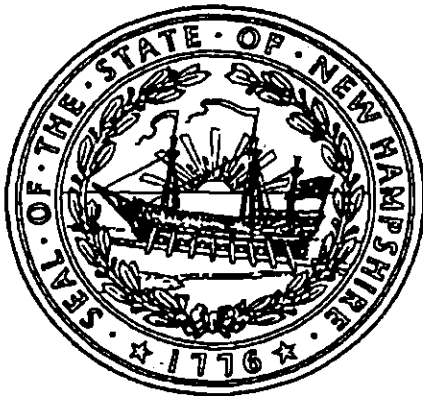
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175745



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	NFI NORTH, INC.	Business ID:	175745
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	07/06/1992	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	07/06/1992		
Principal Office Address:	40 Park Lane, Contoocook, NH, 03229, USA	Mailing Address:	PO Box 417, Contoocook, 03229, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / OPERATING GROUP HOMES FOR TROUBLED YOUTH OR PERSONS WITH MENTAL ILLNESS.	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE
(Corporation with Seal)

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

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

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

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

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

(3) I am duly authorized to issue certificates;

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

25th day of March 2019, which meeting was duly held in accordance with

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

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

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

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

Heidi Edwards Dunn President,

Dellie Champagne Treasurer

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

Karen E. Cusano Asst. Executive Director

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

of the Corporation and have affixed its corporate seal this 16th day of May, 2019.

Douglas Giles
(Signature)

(Seal)

STATE OF New Hampshire

COUNTY OF Herrimack

On this the 16th day of May, 2019, before me, Joanne M. Daufen, the undersigned officer, personally appeared Douglas Giles, who acknowledge her/himself to be the

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

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

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

Douglas Giles.

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

Joanne M. Daufen
Notary Public/Justice of the Peace



My Commission expires: June 6, 2023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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

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

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL: ADDRESS:
INSURED North American Family Institute Inc. 90 Maple St. Suite 2 Stoneham, MA 02180	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: North River Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32204 21105

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1920340	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp\$1000 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll\$1000		PHPK1920333	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	PHUB658528	01/01/2019	01/01/2020	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 <input checked="" type="checkbox"/> N N/A	4067308836	07/01/2018	07/01/2019	PER STATUTE 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
A	Professional		PHPK1920340	01/01/2019	01/01/2020	Occ \$1,000,000 Aggr \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

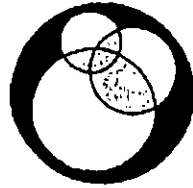
State of NH
Dept Health & Human Services
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Joseph E. Blawie

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



NFI NORTH, INC.

Financial Statements

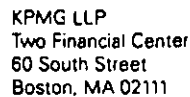
June 30, 2017

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.
Financial Statements
June 30, 2017

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Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	12-13



**The Board of Directors
NFI North, Inc.:**

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

Management 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.

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.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



Other Reporting Required by Government Auditing Standards

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

KPMG LLP

September 29, 2017

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

Assets

Current assets:	
Cash and equivalents	\$ 2,482,200
Accounts receivable, net (note 2)	1,257,182
Prepaid expenses and other current assets	<u>49,043</u>
Total current assets	<u>3,788,425</u>
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	7,620,725
Equipment and furnishings	709,420
Motor vehicles	<u>983,656</u>
	9,849,793
Less accumulated depreciation	<u>(5,512,840)</u>
Property and equipment, net	4,336,953
Other assets	<u>19,314</u>
Total assets	<u>\$ 8,144,692</u>

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 620,086
Accounts payable	113,511
Accrued payroll and related liabilities	488,623
Other accrued expenses	139,911
Deferred revenue	811,636
Due to affiliate short-term (note 7)	<u>8,686</u>
Total current liabilities	<u>2,182,453</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	2,529,829
Due to affiliate long-term (note 7)	<u>236,978</u>
Total long-term liabilities	<u>2,766,807</u>
Total liabilities	<u>4,949,260</u>
Net assets:	
Unrestricted	3,127,848
Temporarily restricted	<u>67,584</u>
Total net assets	<u>3,195,432</u>
Total liabilities and net assets	<u>\$ 8,144,692</u>

See accompanying notes to financial statements.

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

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

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Functional Expenses
Year ended June 30, 2017

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

See accompanying notes to financial statements.

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

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

See accompanying notes to financial statements.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2017

(1) Summary of Significant Accounting Policies

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

(a) Basis of Presentation

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

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

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

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

(b) Revenue Recognition

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

(c) Income Taxes

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

(d) Use of Estimates

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

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2017

(e) Concentration of Risk

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

(f) Cash Equivalents

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

(g) Property and Equipment

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

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

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

(h) Self-Insurance

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

(i) In-Kind Contributions

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

(j) Subsequent Events

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

(2) Accounts Receivable

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

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

(3) Line of Credit

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

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

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

(4) Long-Term Debt

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

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

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

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

Scheduled repayments of long-term debt are as follows:

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

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

(5) Operating Leases

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

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

(6) Retirement Plan

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

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2017

(7) Related-Party Transactions

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

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

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

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



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

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

The Board of Directors
NFI North, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 29, 2017.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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



Purpose of this Report

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

KPMG LLP

September 29, 2017

Exhibit B**NFI NORTH, INC.
OFFICERS**

Title	Name	Address
President	Heidi Edwards Dunn Education & Communications Director NH Small Business Development Center	[REDACTED]
Treasurer	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	[REDACTED]
Clerk/Secretary	Doug Giles Retired Fire Fighter/Organic Farmer	[REDACTED]

BOARD OF DIRECTORS

Name	Occupation	Address
Doug Giles	Retired Fire Fighter/Organic Farmer	[REDACTED]
Sue Allen	Business Women/Consumer Representative	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Heidi Edwards Dunn	Education & Communications Director NH Small Business Development Center	[REDACTED]
Laura Rauscher	Development Officer	[REDACTED]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[REDACTED]
Don Winn	Business Owner, Leadership Consultant	[REDACTED]
Bruce Farenwald	CFO Duncraft Inc.	[REDACTED]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 3/14/19

Resumes:

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

EMPLOYMENT

Jan. 1993-
present

Executive Director

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

Sept. 1997-
present

Part Time Lecturer/Program Director MS CMHC

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

Sept. 1991-
Jan. 1993

Director of Children and Family Services

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

April 1980 -
Sept. 1991

NORTHEASTERN FAMILY INSTITUTE - Danvers, MA

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

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

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

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

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

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

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

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

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

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

EDUCATION

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

OTHER RELATED EXPERIENCE

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

TRAININGS, WORKSHOPS AND PRESENTATIONS (partial list)

The Resiliency Factor: Our Role in Advancing Child and Youth Well Being- Keynote
 Speaker
 Child and Family Provider Network Annual Conference 2016

Working Alliance: The Building Blocks for Ensuring Successful Outcomes
 Child and Family Provider Network Annual Conference 2016

Leading with Vision Across and Within the Organization
 Senior Leadership Conference Alliance for Strong Children and Families 2015

Cultural Foundations in Mental Health Practice
 NFI North Core Training 2015

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

International Leadership Association Global Conference 2014

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

Rhode Island Psychological Centers 2014

Workplace Diversity and Inclusion

Human Resource Association of Greater Concord 2013

Cultural Diversity

Merrimack County House of Corrections 2013

Generative Leadership

Tobias Leadership Institute 2012

Emergent Leadership in Nonprofit Organizations

Senior Leadership Conference ACF 2012

Leadership Development

NAFL National Conference 2011

Generative Leadership: Exploring Leadership Development Within Organizations and Teams

Senior Leadership Conference 2011

Cultural Diversity in the Classroom

NEC Faculty Development Workshop 2011

Working Alliance within the Classroom

Contoocook School Summer 2008

Leadership Development Seminar

NFI Leadership Development Program Spring/Summer 2008

Behavior Management

NFI North Core Training 2007

Meaning Making within Organizations

NFI North Leadership Professional Development 2006

Reintegrative Services for Youth

DCYF annual Conference 2006

Difficult People and Conflict Management

DCYF Annual Conference 2006

The Role of Story Telling in Leadership
NAFI National Conference 2003

COURSES TAUGHT

New England College Graduate and Continuing Studies

Masters in Health Care (all three credit courses)

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

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

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

Masters in Business Administration

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

Masters in Health Care Management

- Dynamics of Nonprofit Governance

University of New Hampshire

Masters in Public Administration

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

References Available on Request

KAREN E. CUSANO, M. Ed.
(603) 749-7550 Office
karencusano@nafi.com

AREAS OF EXPERTISE:

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

PROFESSIONAL EXPERIENCE:

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

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

**4/89 to 8/93 AGENCY SUPERVISOR EXPERIENCES:
NORTHEASTERN FAMILY INSTITUTE, INC. (NFI)**

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

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

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

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

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

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

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

EDUCATIONAL BACKGROUND:

1991 to 1993	CAMBRIDGE COLLEGE CAMBRIDGE, MASSACHUSETTS Master of Education in Counseling Psychology
1986 to 1988	UNIVERSITY OF MASSACHUSETTS BOSTON, MASSACHUSETTS Psychology Major, Undergraduate Study
1984 TO 1986	NORTH SHORE COMMUNITY COLLEGE BEVERLY, MASSACHUSETTS Associate of Science in Human Services and Mental Health

MEMBERSHIPS:

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

SPECIAL HONORS/AWARDS:

SPIRIT OF THE COMMUNITY AWARD

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

FOSTER FURCOLO SCHOLARSHIP

Awarded full 2-year grant for outstanding academic achievement.

GTE SYLVANIA SCHOLARSHIP

Awarded a full semester grant for outstanding academic performance.

LINK AWARD

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

ADDITIONAL WORK EXPERIENCE:

2002 to 2004

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

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

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

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

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

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

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

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

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

KRISTI VAZIFDAR

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

PROFESSIONAL EXPERIENCE

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

CHIEF FINANCIAL OFFICER

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

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

INTERIM FINANCE MANAGER

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

Key Accomplishments:

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

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

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

FINANCE DIRECTOR

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

Key Accomplishments:

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

Star Island Corporation, Portsmouth, NH, 2004 – 2008

BUSINESS & FINANCE MANAGER

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

Key Accomplishments:

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

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

Star Island Corporation, Portsmouth, NH, 2000 – 2003

ACCOUNTANT

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

Key Accomplishments:

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

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

ACCOUNTANT, 1997 - 1999

OFFICE ASSISTANT, 1995 - 1997

COMPUTER SKILLS

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

COMMUNITY INVOLVEMENT & VOLUNTEER EXPERIENCE

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

Treasurer September, 2016 - PRESENT

Leadership Seacoast, Admissions Committee, 2014 - PRESENT

Leadership Seacoast, Program Graduate, 2013

4H, Judge for various competitions, 2013 – 2015

Barrington NH PTA 2011-2015

EDUCATION

Master of Business Administration, Southern New Hampshire University

Graduate Certificate in Accounting, Southern New Hampshire University

Bachelor of Arts, Political Science, University of New Hampshire

JANICE A. WILLIAMSON
(603) 746-7550 Office
E-mail: JanWilliamson@nafli.com

HIGHLIGHTS OF QUALIFICATIONS:

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

EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.

Regional Director

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

1994 to 1998 NFI NORTH, INC.

Program Director, North Country Shelter, Jefferson, NH

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

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

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

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

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

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

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

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

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

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

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

Established strong relations with other TBI programs nationwide.

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

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

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

Supervised all job coaches and trainers.

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

TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire

1979 Substitute Teacher for Middle-Secondary School

1977 to HOLBROOK SCHOOL, Holbrook, MA

1978 Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

1978 to UNITED STATES ARMY NATIONAL GUARD, Concord, NH

1998 Demonstrated strong leadership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the State 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:

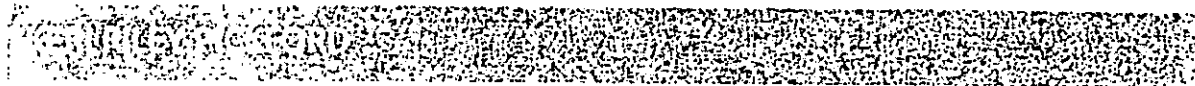
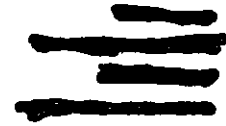
1984 to Present Completion of many staff development workshops and seminars related to direct care and management within human services.

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



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

EMPLOYMENT HISTORY:

PROGRAM DIRECTOR, NFI NORTH, BETHLEHEM NH
October 2017-present

- Perform daily tasks for the successful running of a residential program
- Facilitate weekly supervisions and staff meetings
- Manage consumer treatment and document in the electronic medical record
- Prepare annual budget and submit monthly billing
- Collaborate with outside agencies and departments
- Certified as a trainer in IMR and SEP

DIRECTOR OF COMMUNITY SUPPORTS/AREA DIRECTOR, NHS LITTLETON NH
August 2013-October 2017

- Coordinated with outside agencies
- Supervised all staff, including case managers
- Oversaw evidenced based practices: ACT, SEP, CM and FSS
- Collaborated with local police department and BEAS
- Coordinated adult and children's treatment

CASE MANAGER/FUNCTIONAL SUPPORTS SPECIALIST, NHS, LITTLETON NH
August 2009-August 2013

- Provided outreach to clients with mental illness while adhering to their treatment plans
- Upheld confidentiality of all clients
- Linked clients with community resources
- Created and implemented treatment plans and quarterly reviews

EDUCATION:

MASTERS OF SCIENCE IN LEADERSHIP, GRANITE STATE COLLEGE, PRESENTLY ATTENDING
BACHELORS IN BEHAVIORAL SCIENCE, GRANITE STATE COLLEGE, MARCH 2011
ASSOCIATES IN HUMAN SERVICES, NHCTC, MAY 2006

REFERENCES: Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paul Dann	Executive Director	\$186,732	0	0
Karen Cusano	Assistant Executive Director	\$146,200	0	0
Kristi Vazifdar	Chief Financial Officer	\$103,225	0	0
Jan Williamson	Regional Director	\$110,250	2%	\$2,205
Keri Riley-Pickford	Program Director	\$68,250	100%	\$68,250

Executive management Personnel are not paid directly through this contract. A portion of indirect costs is representative of their time.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

September 12, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into Agreements with the Vendors listed below for the provision of transitional housing beds and services for adults who have severe mental illness or severe and persistent illness and who no longer meet the level of care provided by New Hampshire Hospital or a Designated Receiving Facility, in an amount not to exceed \$1,297,252 in the aggregate, effective upon the date of Governor and Executive Council approval through June 30, 2019. 100% General Funds.

Funds are anticipated to be available in State Fiscal Years 2019 in the account listed below.

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

Vendor Name	Stater Fiscal Year	Vendor ID#	Address	Class/ Account	Budget Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	2019	177278	113 Crosby Road, Suite 1 Dover, NH 03820	102/500731	\$520,535
NFI North, Inc – Bradford location	2019	177575-B001	40 Park Lane Contoocook, NH, 03229	102/500731	\$665,475
NFI North, Inc – Bethlehem location	2019	177575-B001	40 Park Lane Contoocook, NH, 03229	102/500731	\$111,242
				Grand Total	\$1,297,252

EXPLANATION

The purpose of these Agreements are to establish and operate ten (10) transitional housing beds with wrap-around services and supports and supports in the Bethlehem, Bradford, and Strafford County areas. One (1) of these beds will be located at the already established Bethlehem location, six (6) beds will be located at the already established Bradford location, and three (3) will be located in Strafford County.

During the 2017 legislative session, the New Hampshire General Court made investments to improve the State's mental health system. These improvements included, but were not limited to establishing transitional and community residential beds with wrap-around services and supports;

Approval of these Agreements will allow the Contractors to provide transitional housing and community residences to ten (10) adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. These services are being provided to make investments to improve the State's mental health system pursuant to House Bill 517, Section 186 (III) (2017).

The Contractors will establish transitional housing beds and a community residence by providing room and board and extensive support and rehabilitation services to the adults within their care. The programs will serve the clinical, medical, vocational, and residential needs of adult men and women with mental health issues. These services include: psychiatric services, medication management, clinical services, medical services, residential, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, support for community connectedness and family involvement, open community with families and individuals, a comprehensive approach to service delivery driven by consumer involvement, and evidence based practice approaches that include Illness Management and Recovery.

The Contractor will provide quarterly data reports that include the number of individuals admitted and discharged during that time period, where individuals were discharged and with what services in place, programs and supports each individual is involved in, current waitlist times, and ongoing discharge planning for each client. DHHS meets with NFI on a quarterly basis to review these reports and discuss ongoing case and programmatic concerns. Monthly reports are submitted that include revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, and a Profit and Loss statement. DHHS ensures all items within the contract are in place within time frames through extensive contract oversight. Ongoing improvements around data submission continue to lead to improved oversight of contracts and ensuring quality care for individuals.

These Contracts were competitively bid. The Department published a Request for Applications for Transitional Housing and Community Residential Beds (RFA-2019-DBH-02-TRANS) on the Department of Health and Human Services website from April 18, 2018 through May 21, 2018. Three (3) applications were received in response to the Request for Applications. The applications were evaluated based upon the criteria published in the Request for Applications by a team of individuals with program specific knowledge and expertise. (See attached Score Summary)

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, ten (10) transitional housing beds and services would not be available to individuals in need of housing who are transitioning from NH Hospital or a Designated Receiving Facility to the community which, in turn, makes those beds available to individuals who are waiting in hospital emergency rooms for services across the State.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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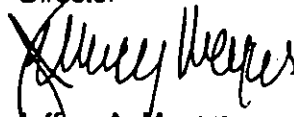
Area served: Statewide.

Source of Funds: 100% General

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner


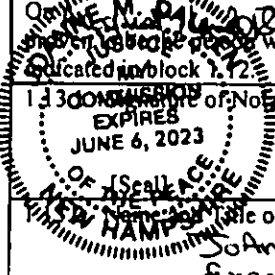

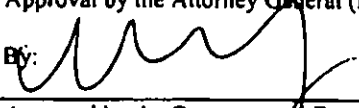
Subject: Transitional Housing & Community Residences (RFA-2019-DBH-02-TRANS-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Lane Contoocook, NH, 03229	
1.5 Contractor Phone Number (603) 746-7544	1.6 Account Number 010-095-092-41170000-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$111,242
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number (603)271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen E. Cusano, M.Ed. Assistant Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>September 12, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily identified in block 1.12, whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <u>Assistant Executive Director</u> .			
1.13 Commissioner of Notary Public or Justice of the Peace  <u>JoAnne M Daufen</u> Notary Public or Justice of the Peace			
1.14 State Agency Signature  Date: <u>9/12/18</u>		1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Lipp</u> <u>9/18/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall obtain the licenses and certifications to operate the facility pursuant to New Hampshire Administrative Rules He-P 814, He-M 1000.
- 1.4. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.5. The Contractor shall become an enrolled Medicaid provider through the Department's Medicaid program. More information can be found at the following website: <http://www.dhhs.nh.gov/ombp/medicaid/providerservices.htm>.
- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

- 2.1. The Contractor shall develop and operate one (1) transitional housing bed with wrap-around services and supports at 787 Maple Street in Bethlehem NH, which shall attain and maintain certification and licensing as a community residence in accordance with RSA 151. The Contractor shall ensure the one (1) bed is specifically reserved for an adult referred from New Hampshire Hospital (NHH) or a Designated Receiving Facility (DRF) who:
 - 2.1.1. Has a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401).
 - 2.1.2. Requires extensive support and rehabilitation to successfully transition from NHH or a DRF before moving to less restrictive alternatives in the community of their choice.
 - 2.1.3. Has been determined to no longer meet the level of care provided by NHH or a DRF.
- 2.2. The Contractor shall ensure the bed developed includes wrap-around services and supports for individuals served and that priority for access to the bed is given to individuals transitioning from NHH and/or a DRF, regardless of insurance coverage or ability to pay.
- 2.3. The Contractor shall accept consumer referrals from NHH, DRFs and the Community Mental Health Centers (CMHCs), as approved by the Department prior to placement. The Contractor shall:
 - 2.3.1. Maintain a list of referred individuals, in order of referral date, for whom admission is sought but a bed is not yet available.

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- 2.3.2. Collaborate with the Department on the data elements to be captured in the list.
- 2.3.3. Ensure the list is available to the Department on a weekly basis.
- 2.3.4. Obtain approval from the Department for all placements.
- 2.3.5. Prioritize clients referred by New Hampshire Hospital and Designated Receiving Facilities by having a referral, admissions, and evaluation process that:
 - 2.3.5.1. Places current inpatient individuals at New Hampshire Hospital ahead of any and all community based referrals.
 - 2.3.5.2. Provides for a written referral protocol that includes a review / evaluation of the individuals' current situation, assessment of need and disposition.
 - 2.3.5.3. Responds to all referrals, in writing, as to the consumer's disposition, (acceptance or denial) into the Transitional Housing Program Services. If there are contingencies placed on the acceptance or if the referral is denied, the vendor shall provide, in writing, an explanation of contingents or reason for denial to the consumer. An unreasonable denial, as determined by the Department, shall constitute an event of default.
 - 2.3.5.4. Responds to the consumer, with a decision in writing, within 14 business days of receipt.
 - 2.3.5.5. Establishes an admission process, as approved by the Department, which ensures successful entry of accepted referrals into the program. In the event that a referral is not successful in the transition process, the vendor shall communicate with NHH or the agency that initiated the referral, verbally and in writing, as to the reason(s) for the unsuccessful transition.
 - 2.3.5.6. Is approved by the Department for all clients being referred by the Community.
- 2.4. The Contractor shall have a discharge process for clients that are discharged from the Transitional Housing Program Services that:
 - 2.4.1. Ensures participation in discharge planning meetings with community mental health centers, New Hampshire Hospital, other providers, and natural supports.
 - 2.4.2. Provides for a written discharge plan that includes an evaluation of the clients' current situation, disposition and transition plan for moving back in to the community.
 - 2.4.3. Retains the individual's bed, in the event that an individual's conditional discharge is revoked, resulting in a temporary readmission to NHH.
 - 2.4.4. Demonstrates development and implementation of a collaborative relationship with the community mental health program and natural supports, including family, to develop the terms of conditional discharges pursuant to RSA 135-C:50 and He-M 609, and to develop treatment plans designed to return each consumer to the community.
- 2.5. The Contractor shall provide the written processes for referrals, admissions, evaluations and discharges outlined in Section 2.3 and Section 2.4 to the Department either:

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- 2.5.1. Within thirty (30) days from the contract effective date; or
- 2.5.2. Within ninety (90) days of the contract effective date upon written notification and request to the Department for technical assistance to develop processes.
- 2.6. The Contractor shall assist the **Pre-Admission Screening and Annual Resident Review (PASARR) Office** of the Department in meeting the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASARR Office, and with the appropriate authorization to release information, the Contractor shall provide the PASARR office with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.
- 2.7. The Contractor shall designate a staff member to perform the responsibilities of **Complaint Manager** in accordance with New Hampshire Administrative Rule He-M 204.
- 2.8. The Contractor shall ensure transition planning into the community is available for all clients. The Contractor shall ensure the transitional plan includes, but is not limited to:
 - 2.8.1. Ensuring program participants have the ability to move into more integrated community settings and where possible.
 - 2.8.2. Working with individuals to develop a person-centered plan that incorporates their needs, and safety of themselves and the public per New Hampshire Administrative Rule He-M 401.
 - 2.8.3. Collaborating with the client's local community mental health program, peer support agencies, and other natural supports to provide other services and supports in the community.
 - 2.8.4. Involving the individual's family to support integration into the community, with the individual's consent.
 - 2.8.5. Identifying any barriers to placement in the community, and emphasize the interventions necessary to promote more opportunities for community integration.
- 2.9. The Contractor shall utilize **Recovery and Resiliency Approaches** that include, but are not limited to:
 - 2.9.1. Providing individuals with access to services that promote the values of recovery and resiliency through an emphasis on a strength-based approach and person-centered service planning, in accordance with He-M 401.
 - 2.9.2. Using the individual's service plan to help the individual identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others in order to create a network of support that will build resiliency and strength based recovery and wellness skills.
 - 2.9.3. Utilizing Dialectical Behavior Therapy, Acceptance and Commitment Therapy, Motivational Interviewing and Wellness Recovery Action Plans in treatment and focus groups that include, but are not limited to:
 - 2.9.3.1. Cognitive Behavior Therapy (CBT) Focused Groups including but not limited to:

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- 2.9.3.1.1. Seeking Safety.
- 2.9.3.1.2. Wellness Management that includes but is not limited to:
 - 2.9.3.1.2.1. Daily fitness groups.
 - 2.9.3.1.2.2. Weekly nutrition groups.
 - 2.9.3.1.2.3. Healthy menu planning classes.
 - 2.9.3.1.2.4. Health groups.
- 2.9.3.1.3. Substance abuse services as provided by a Licensed Alcohol and Drug Counselor (LADC).
- 2.9.3.2. Specialized Sex Offender Treatment, including but not limited to:
 - 2.9.3.2.1. Facing the Shadows – Sexual Offender treatment curriculum with a licensed sex offender consultant
 - 2.9.3.2.2. Skill System – Emotion Regulation within Sexual Offender Treatment.
 - 2.9.3.2.3. Various Tools for Sexual Offender Treatment including but not limited to Dynamic Risk Factors Tool, LCSMI, STATIC, THE ACUTE, Stable, SAPROF, Firestone Violence assessment, VRAG, SORAG.
 - 2.9.3.2.4. Good Lives Model – For Sexual Offender Treatment – Strengths Based Rehabilitation Theory
 - 2.9.3.2.5. Adult Relapse Prevention for Sexual Offenders
- 2.9.3.3. Substance Abuse Treatment that includes but is not limited to Co-occurring substance abuse treatment.
- 2.9.3.4. Other groups including, but not limited to, Not Guilty by Reason of Insanity (NGRI) Support Group.
- 2.9.4. Providing transitional services within three areas of focus that include:
 - 2.9.4.1. Clinical and Medical Services.
 - 2.9.4.2. Supported Employment and Vocational Services.
 - 2.9.4.3. Residential Life Services.
- 2.9.5. Providing community residential services as defined in New Hampshire Administrative Rule He-M 1002, which include, but are not limited to:
 - 2.9.5.1. Personal decision making.
 - 2.9.5.2. Personal care, household management, budgeting, shopping, and other functional skills.
 - 2.9.5.3. Household chores and responsibilities.
 - 2.9.5.4. Having relationships with person both with and without disabilities.
 - 2.9.5.5. Accessing a wide range of integrated community activities including recreational, cultural, and other opportunities.
 - 2.9.5.6. Participating in religious services and practices of the consumer's

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- 2.9.5.7. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.
- 2.9.6. Completing individual service plans for clients in accordance with New Hampshire Administrative Rules He-M 401 and He-M 408.
- 2.9.7. Providing evidenced based Illness Management and Recovery Services on an individual and group basis in accordance with New Hampshire Administrative Rule He-M 426 that shall teach strategies for:
 - 2.9.7.1. Recovery strategies.
 - 2.9.7.2. Practical facts about mental illness.
 - 2.9.7.3. The stress-vulnerability model and treatment strategies.
 - 2.9.7.4. Building social supports.
 - 2.9.7.5. Reducing relapses.
 - 2.9.7.6. Using medication effectively.
 - 2.9.7.7. Coping with stress.
 - 2.9.7.8. Coping with problems and symptoms.
 - 2.9.7.9. Getting your needs met in the mental health system.
 - 2.9.7.10. Assessing for Drug and Alcohol use.
- 2.9.8. Providing Psychotherapeutic Services in accordance with New Hampshire Administrative Rules He-M 426, which includes sex offender treatment.
- 2.9.9. Providing Targeted Case Management (TCM) Services In accordance with New Hampshire Administrative Rules He-M 426 in order to:
 - 2.9.9.1. Ensure continuity of care by assisting consumers gain access to needed medical, social, educational, and other services on a one-to-one basis to help them transition back to their homes and communities.
 - 2.9.9.2. Assist consumers with completing applications for all appropriate sources of financial, medical, and housing assistance including, but not limited to:
 - 2.9.9.2.1. Medicaid.
 - 2.9.9.2.2. Medicare.
 - 2.9.9.2.3. Social Security Disability Income.
 - 2.9.9.2.4. Public Housing subsidies.
 - 2.9.9.2.5. Section 8 subsidies.
- 2.9.10. Conducting an Adult Needs and Strengths Assessment (ANSA) for each consumer, as well as enter results into the Department's data collection system:
 - 2.9.10.1. Upon admission to the program.
 - 2.9.10.2. Ninety (90) days after admission as part of the individual service plan review.

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- 2.9.10.3. Every six (6) months after admission.
- 2.9.10.4. Annually after the first year from the date of the initial assessment.
- 2.9.11. Providing Evidence Based Supported Employment Services in accordance with New Hampshire Administrative Rule He-M 426 to consumers who ask to seek competitive employment.
- 2.9.12. Providing Psychiatric Evaluation and Management Services in accordance with New Hampshire Administrative Rule He-M 426, which shall be provided by a qualified psychiatrist, Advanced Practice Registered Nurse (APRN) or Physician's Assistant (PA), for the purposes of assessment and treatment of consumers in the program.
- 2.9.13. Providing Medical Services provided by Registered Nurses (RN) will be delivered on site Monday through Friday during the hours of 8:00 am to 10:00 pm and on Saturdays and Sundays during the hours of 8:00 am to 4:30 pm, subject to the following requirements or as otherwise indicated:
 - 2.9.13.1. Annual reviews of health history, health status, supports identified or needed to maintain physical, mental, and social well-being as provided by a primary care provider within Harbor Care Health and Wellness Center, with input from the transitional housing RNs and behavioral health care team, as well as other care team members, following an integrated model of care and treatment plan.
 - 2.9.13.2. Instruction in and assistance with in taking prescribed medications independently, in accordance with Exhibit A-1, Administration of Medications in the Transitional Housing Program.
 - 2.9.13.3. Residential staff trained by the Nurse Trainer to provide services in Section 2.9.13, above.
 - 2.9.13.4. All RN-level medical services, within the hours specified in Section 2.9.13. The Contractor shall have an adequate number of nurses to float/travel between sites to respond to client needs in a timely manner.
 - 2.9.13.5. Non-RN level staff including, but not limited to, support staff, Licensed Nursing Assistants, and other providers, to provide non-RN level medical services under the supervision of RNs or other qualified medical providers.
 - 2.9.13.6. Primary care clinical staff and home health care staff that provide per diem coverage in the event that additional nursing staff is needed during the above referenced hours, as well as 24/7 coverage through on-call coverage.
- 2.9.14. Qualified staff on site, 24 hours a day, 7 days per week for all transitional housing residents. Staff shall be trained by a Nurse Trainer.
- 2.9.15. Medical Services/Medications shall be administered in accordance with Exhibit A-1, Medication Administration in the Transitional Housing Program.
- 2.9.16. Emergency Services available twenty-four (24) hours per day, seven (7) days per week for both medical and psychiatric needs. Services shall include, but not be limited to:

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- 2.9.16.1. An on-call clinician for evenings, weekends and holidays to provide crisis intervention, coordinate Involuntary Emergency Admission petitions in accordance with Revised Statutes Annotated (RSA) 135-C:28 Emergency Treatment and revocation of conditional discharges in accordance with RSA 135-C:51, III) when required.
- 2.9.16.2. A Registered Nurse available on-call to:
 - 2.9.16.2.1. Provide education problem solving and support regarding medications.
 - 2.9.16.2.2. Respond to health related concerns.
- 2.9.16.3. A nurse available on-call the remainder of each day, weekends and holidays to:
 - 2.9.16.3.1. Provide education, problem solving and support regarding medications.
 - 2.9.16.3.2. Respond to health related concerns.
- 2.9.17. Specialized Treatments, such as sex offender services and/or Risk Assessment evaluations, for consumers who have co-occurring disorders, are in need of sex offender treatment, or have other court mandated treatments.
- 2.9.18. Wellness Management that includes, but is not limited to, access to services and activities such as the "Healthy Choices-Healthy Changes" designed to improve physical health, and provide smoking cessation programs.
- 2.10. The Contractor shall ensure access to **Primary Care Doctors**. The Contractor shall:
 - 2.10.1. Assist the client with securing a local primary care physician (PCP) of the client's choosing, within thirty (30) days from the effective date of the contract, for all of the Transitional Housing Program Services clients.
 - 2.10.2. Coordinate the residents care with the PCP.
 - 2.10.3. Exchange health information at regular intervals with the written consent of the individual or guardian.
- 2.11. The Contractor shall **Coordinate Care with the Legal System**. The Contractor shall:
 - 2.11.1. Assess the legal commitment status of individual residing in the program.
 - 2.11.2. Provide for the continuation of the commitment via the proper legal process, as appropriate.
 - 2.11.3. Provide coordination of care with the legal system when indicated, including the NH Department of Corrections, and the NH Attorney General's Office.
- 2.12. The Contractor shall abide by He-M 300, Clients Rights.
- 3. **Quality Assurance**
 - 3.1. The Contractor shall perform, or cooperate in the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department, within timeframes specified by the Department, in order to insure the efficient and effective administration of the Medicaid program.
 - 3.2. The Contractor shall maintain detailed consumer records as required by New Hampshire Administrative Rule He-M 408. In the event that a Transitional Housing



Program Services consumer becomes an inpatient at NHH, the Contractor shall be deemed in compliance with New Hampshire Administrative Rule He-M 408, if the consumer's inpatient status is noted in the record; and

- 3.3. The Contractor shall submit all data needed to comply with federal reporting requirements to the Department within ten (10) business days of receiving such a request.

4. Clients' Contribution for Clothing, Food and Housing

- 4.1. The Contractor shall establish a policy in which the agency works with the client on establishing a clothing and food allowance based on the client's income.
- 4.2. The Contractor shall provide the written policy in Section 4.1, above to the Department within 30 business day of contract effective date.
- 4.3. The Contractor shall collect a maximum of 30% of income from each consumer which shall be applied toward the consumer's cost of clothing, food, and housing.
- 4.4. The Contractor shall provide the process and method for calculating, collecting, accounting for the consumer's contribution in Section 4.1, above, and share of expenditures as well as the methodology and policies regarding maintaining records for collections and expenses.
- 4.5. The Contractor shall ensure client contribution policies, processes and methods are designed to best support the client's return to independent living while providing a reasonable and responsible client contribution toward the client's clothing and food costs.
- 4.6. The Contractor shall ensure clients without income are not denied entry to the program due to the lack of ability to provide a client contribution.
- 4.7. The Contractor shall ensure client funds in excess of client contribution, if maintained by the Contractor, are kept separate from program operations revenues and expenses, and in client specific individual accounts.
- 4.8. The Contractor shall ensure policies address steps taken to support the client in being prepared for a rent increase and how to manage that increase upon discharge.

5. Staffing

- 5.1. The Contractor shall ensure staffing includes, but is not limited to:
 - 5.1.1. One (1) Medical Director who:
 - 5.1.1.1. Possesses a valid license to practice medicine in the United States.
 - 5.1.1.2. Possesses a valid license to practice medicine in New Hampshire; and meet the requirements of RSA 135-C: 2, XIII.
 - 5.1.1.3. Is board eligible or board certified in psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc., or its successor organization at the time of hiring.
 - 5.1.1.4. Maintains board eligibility or certification throughout his/her tenure as medical director.
 - 5.1.2. One (1) Administrator or Director who shall be responsible for the day-to-day management, supervision, and operation of the residence.

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- 5.1.3. One (1) Registered Nurse, licensed in accordance with RSA 326-B, who shall be responsible for the overall delivery and supervision of nursing services.
 - 5.1.4. One (1) Nurse Trainer who shall abide by New Hampshire Administrative Rule He-M 1201 and be responsible for supervision of any staff member who is authorized to administer medications.
 - 5.1.5. A sufficient number of personnel to provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be registered as required by RSA 326-B.
 - 5.1.6. A sufficient number of direct care personnel to meet the 24-hour scheduled and unscheduled needs of the clients in accordance with the clients' individual service plans. The Contractor shall have a minimum of one (1) direct staff member per residence per shift when a consumer is occupying the residence.
 - 5.2. The Contractor's Clinical staff working within the Transitional Housing Program Services shall be certified in the administration of the Adult Needs and Strengths Assessment (ANSA) using either the State web based training and certification program or attendance at a State sponsored training.
 - 5.3. The Contractor shall provide copies of the staff certificates to the Department upon request.
 - 5.4. The Contractor shall provide a staffing contingency plan to the Department that includes, but is not limited to:
 - 5.4.1. The process for replacement of personnel in the event of loss of personnel.
 - 5.4.2. Allocation of additional resources in the event of inability to meet any performance standard.
 - 5.4.3. Discussion of time frames necessary for obtaining replacement personnel.
 - 5.4.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience.
 - 5.4.5. Method of bringing replacements/additions up-to-date regarding obligations identified in this Agreement.
 - 5.5. Staffing qualifications must meet NH Administrative rule requirements both He-M 426.
- 6. Emergency Response Plan**
- 6.1. The Contractor shall provide an Emergency Plan for Department approval within ten (10) days from the contract effective date, for clients in the event of a natural, intentional or accidental incident or threat that affects the clients' health and safety.
- 7. Meetings & Reporting**
- 7.1. The Contractor shall meet with the Department at least quarterly, or as requested by the Department, at a mutually agreeable location to review the client progress towards independent living.
 - 7.2. The Contractor shall submit quarterly (January through March, April through June, July through September, and October through December) reports to the Department by the 15th of the month following the quarter, which shall include but not be limited to:
 - 7.2.1. The number of people referred and admitted to Transitional Housing Program

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Services;

- 7.2.2. The number of people discharged from the Transitional Housing Program Services; and
- 7.2.3. The number of people transitioned into the community.
- 7.3. The Contractor shall submit monthly reports to the Department that include the Balance Sheet and Profit and Loss Statement for the Contractor in order to continually evaluate the Contractor's fiscal integrity. The Contractor shall:
 - 7.3.1. Ensure the Profit and Loss Statement includes a budget column allowing for budget-to-actual analysis.
 - 7.3.2. Ensure statements are submitted within thirty (30) days after each month end and be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this contract.

8. Performance Measures

- 8.1. The Contractor shall report the following performance measures on a quarterly basis or through yearly chart audits utilizing a form developed by the Department:
 - 8.1.1. Re-admission rates to both NHH and Emergency Departments for individuals being served.
 - 8.1.2. Employment status upon exit versus entry.
 - 8.1.3. Time between referral and admission.
 - 8.1.4. Time for individuals to transition from THS to community based living and services.
 - 8.1.5. Smoking status upon admission and discharge.
 - 8.1.6. Evidence of care coordination.
 - 8.1.7. Evidence of client involvement in development of care (or treatment) and crisis plans.
 - 8.1.8. Level of outside agency activities provided and individual's engagement in these.

9. Deliverables

- 9.1. The Contractor shall provide documentation of demonstrated development and implementation of collaborative relationships detailed in Section 2.4.4, above, no later than thirty (30) days from the contract effective date.
- 9.2. The Contractor shall submit a transitional plan to the Department for approval within thirty (30) days from contract effective date, to transition clients back into the community, as specified in Section 2.7, above.
- 9.3. The Contractor shall provide policies, procedures and methodologies to meet the requirements of Section 4, above, to the Department no later than ten (10) business days from the contract effective date.
- 9.4. The Contractor shall provide the staffing contingency plan described in Section 5.4 within thirty (30) days of the contract effective date.
- 9.5. The Contractor shall provide the Emergency Response Plan in Section 6, above, to

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the Department for review and approval no later than ten (10) days from the Contract effective date.

- 9.6. The Contractor shall enter data from the Adult Needs and Strengths Assessments (ANSAs) in Section 5.2 into the Department's data collection system within five (5) days of completing each assessment.
- 9.7. The Contractor shall provide written processes for referrals, admissions and evaluations and discharges outlined in Section 2.3 and Section 2.4 to the Department no later than thirty (30) days from the contract effective date.

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1. Medication Administration.

- 1.1. Administration of medications to individuals shall be performed by authorized providers or licensed persons only.
- 1.2. All individuals shall be initially assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine the level of support needed specific to medication administration.
- 1.3. The assessment pursuant to (b) above shall include the individual's:
 - 1.3.1. Medication orders and medications prescribed;
 - 1.3.2. Health status and health history;
 - 1.3.3. Ability to self-medicate
 - 1.3.4. Ability to understand
- 1.4. If a guardian with authority regarding health care decisions has been appointed for an individual, the "Community mental health provider" shall obtain the consent of the guardian prior to the administration of medications.
- 1.5. Authorized providers shall administer only those medications for which there is a medication order.
- 1.6. Authorized providers shall maintain a copy of each individual's medication orders in the individual's record.
- 1.7. Authorized providers shall administer PRN medication in accordance with:
 - 1.7.1. A medication order; and
 - 1.7.2. A PRN protocol approved by the prescribing practitioner or the nurse trainer that includes:
 - 1.7.2.1. The specific condition(s) for which the medication is given;
 - 1.7.2.2. A maximum daily dosage; and
 - 1.7.2.3. Any special instructions.
- 1.8. Authorized providers shall administer medications only to the individuals to whom they are regularly assigned or about whom they have current knowledge relative to their medication regimes.
- 1.9. Information specific to each medication shall be obtained by the authorized provider prior to administration of medications, including, at a minimum:
 - 1.9.1. The purpose and effect(s) of the medication;
 - 1.9.2. Response time of the medication;



Exhibit A-1 -

Administration of Medications in the Transitional Housing Program

- 1.9.3. Possible side effects, adverse reactions, and symptoms of overdose;
- 1.9.4. Possible medication interactions; and
- 1.9.5. Special storage or administration procedures.
- 1.10. In the event of discovery of a medication occurrence, an authorized provider shall:
 - 1.10.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 1.10.2. Document each medication occurrence within 8 hours of discovery of the occurrence; and
 - 1.10.3. Forward the documentation to the nurse trainer within one business day.
- 1.11. In the event of medication refusal, the authorized provider shall:
 - 1.11.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 1.11.2. Document each medication occurrence pursuant within 8 hours of discovery of the refusal; and
 - 1.11.3. Forward the documentation to the nurse trainer within one business day.
- 1.12. In those cases where an individual has a history of medication refusal, immediate consultation and documentation pursuant to Section 1.11 above shall not be necessary if a protocol has been developed by the individual's treatment team that includes the actions to be taken to address the refusal and has been approved by the prescribing practitioner and, if applicable, guardian.
- 1.13. Copies of medication occurrence and medication refusal reports shall be maintained in the quality improvement office at the "Community mental health provider".

2. Self-Medication.

- 2.1. Individuals who wish to take their own medications, with their guardians' approval, if applicable, shall be determined to be self-medicating by a licensed physician, A.R.N.P., physician assistant, or nurse trainer if they demonstrate the ability to:
 - 2.1.1. Identify each medication;
 - 2.1.2. Indicate the purpose of each medication;
 - 2.1.3. Indicate the dosage, frequency, time and route of administration for each medication;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 2.1.4. Demonstrate an understanding of the potential consequences of not taking the medication or of not taking the medication properly;
 - 2.1.5. Indicate circumstances for which assistance should be sought from licensed persons; and
 - 2.1.6. Seek assistance, if needed, from licensed persons.
 - 2.2. If individuals do not demonstrate the ability to self-medicate pursuant to Section 2.1, above but wish to receive education regarding self-medication, then:
 - 2.2.1. The individual service plan shall document the individual's need for such education;
 - 2.2.2. The education shall precede self-medication and include, minimally, the components outlined in Section 2.1.1 through Section 2.1.6, above; and
 - 2.2.3. Until an individual demonstrates the capability to self-medicate, the individual receiving education shall be directly supervised by a licensed person or an authorized provider when taking medications to prevent medication occurrences.
 - 2.3. If an individual's physical or mental health declines such that his or her ability to self-administer is affected, the individual shall be re-assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine his or her continued capability to self-medicate.
 - 2.4. Documentation by the nurse trainer and, if applicable, guardian approval of self-medication ability shall be maintained in the individual's record at the community residence.
- 3. Training and Authorization of Providers.**
- 3.1. Providers who request training to be authorized to administer medications shall complete a training program that:
 - 3.1.1. Consists of a minimum of 8 hours of classroom training, exclusive of testing or nurse trainer competency evaluation;
 - 3.1.2. Is conducted by a nurse trainer; and
 - 3.1.3. Covers the following topics:
 - 3.1.3.1. The role, responsibilities and performance of the authorized provider in the medication administration process;
 - 3.1.3.2. Principles of emergency response;
 - 3.1.3.3. Effective health care coordination;



- 3.1.3.4. Rights regarding accepting or refusing medications;
- 3.1.3.5. Principles of infection control as they relate to medication administration;
- 3.1.3.6. Anatomy and physiology as they relate to medication administration;
- 3.1.3.7. Common reactions to medications;
- 3.1.3.8. Categories of medications and their effects;
- 3.1.3.9. Effective management of poisoning or medication overdose;
- 3.1.3.10. Storage and disposal of medications;
- 3.1.3.11. Communications with individuals and if applicable, their guardians, about their medications;
- 3.1.3.12. The 6 principles of medication administration including:
 - 3.1.3.12.1. The correct medication;
 - 3.1.3.12.2. The correct dosage of the medication;
 - 3.1.3.12.3. The medication to the correct individual;
 - 3.1.3.12.4. The medication at the correct time;
 - 3.1.3.12.5. The medication to the individual by the correct method; and
 - 3.1.3.12.6. The accurate documentation;
- 3.1.3.13. Methods of administration, including:
 - 3.1.3.13.1. Oral;
 - 3.1.3.13.2. Topical;
 - 3.1.3.13.3. Inhalant;
 - 3.1.3.13.4. Sublingual;
 - 3.1.3.13.5. Transdermal;
 - 3.1.3.13.6. Nasal;
 - 3.1.3.13.7. Ocular;
 - 3.1.3.13.8. Auricular;
 - 3.1.3.13.9. Vaginal;
 - 3.1.3.13.10. Rectal; and



- 3.1.3.13.11. When indicated by the needs of the individual:
 - 3.1.3.13.11.1. Subcutaneous;
 - 3.1.3.13.11.2. Intramuscular, only if epinephrine via auto injector; and
 - 3.1.3.13.11.3. Enteral; and
- 3.1.3.14. Methods of documenting:
 - 3.1.3.14.1. The administration of medications;
 - 3.1.3.14.2. The use of controlled substances; and
 - 3.1.3.14.3. Medication occurrences.
- 3.2. To be authorized to administer medications, providers shall have:
 - 3.2.1. Completed a minimum of 8 hours of classroom training as set forth as set forth in Section 3.1, above;
 - 3.2.2. Scored 80% or higher, on a written examination based on the information conveyed to them in the training referenced in Section 3.1, above; and
 - 3.2.3. Demonstrated knowledge of the following pertaining to each individual's medication(s):
 - 3.2.3.1. The name of the medication;
 - 3.2.3.2. The reason for its use;
 - 3.2.3.3. Any side effects or adverse reactions; and
 - 3.2.3.4. Any special instructions such as giving certain fluids, checking pulse rate or monitoring blood levels; and
 - 3.2.4. Following direct observation by a nurse trainer, been found appropriate, pursuant to Nur 404.06(b)-(f), to be authorized to administer medications.
- 3.3. Authorization pursuant to Section 3.2, above shall be valid for one year from the date of issuance.
- 3.4. Whenever a change in an individual's medication occurs or a new individual begins to receive services, the nurse trainer shall educate the authorized provider according to "Training and Authorization of Providers" section above.
- 3.5. Re-authorization of an authorized provider shall:
 - 3.5.1. Follow a nurse trainer's direct observation of the provider in the administration of medication;



- 3.5.2. Be performed in accordance with Nur 404.06(b)-(f), as applicable; and
- 3.5.3. Be valid for a period of 12 months from the date of issuance.
- 3.6. Documentation of authorization pursuant to Section 3.2.4, above and Section 3.5, above shall be maintained by the nurse trainer for each authorized provider.
- 3.7. Authorization of providers to administer medication shall be rescinded pursuant to Nur 404.06(g)-(h). Authorization shall be reinstated pursuant to this Section 3, Training and Authorization of Providers.

4. Documentation.

- 4.1. For each individual for whom medications are administered, an authorized provider shall maintain documentation of medication administration that includes:
 - 4.1.1. The name of the individual;
 - 4.1.2. If applicable, the guardian's name and contact information;
 - 4.1.3. Emergency contacts;
 - 4.1.4. Allergies, if applicable; and
 - 4.1.5. For each medication prescribed:
 - 4.1.5.1. The name of the individual;
 - 4.1.5.2. The dosage;
 - 4.1.5.3. The frequency of administration;
 - 4.1.5.4. The route of administration;
 - 4.1.5.5. The date and time of administration;
 - 4.1.5.6. The order date; and
 - 4.1.5.7. Special considerations in taking the medication, if applicable, as directed by the prescribing practitioner or the pharmacist.
- 4.2. Documentation of medication administration shall be completed by the authorized provider at the time medications are administered.
- 4.3. Each authorized provider who administers medications to an individual shall enter his or her full signature, credentials and initials in a section designated for such purpose in the individual's current medication log.
- 4.4. When a PRN medication is administered, documentation shall be pursuant to Section 4.1, above and also include the reason for administration and the medication's effectiveness.



- 4.5. When a controlled drug is prescribed for an individual, the authorized provider shall maintain an inventory that includes:
 - 4.5.1. The name of the individual;
 - 4.5.2. The name of the prescribing practitioner;
 - 4.5.3. The name of the drug and strength;
 - 4.5.4. The amount used;
 - 4.5.5. Amount remaining;
 - 4.5.6. The time and date administered;
 - 4.5.7. The name and credentials of the person who administered the medication;
 - 4.5.8. Documentation of a daily count; and
 - 4.5.9. If applicable, documentation of disposal in the presence of 2 people, at least one of whom is a licensed person.
- 4.6. An authorized provider shall document:
 - 4.6.1. Each medication occurrence upon discovery; and
 - 4.6.2. An individual's refusal to take medications, except as noted in Section 1, Medication Administration, Subsection 1.12.
- 4.7. Documentation required pursuant to Section 4.6 above shall, at a minimum, include the following:
 - 4.7.1. The individual's name;
 - 4.7.2. The date and time of the occurrence or refusal;
 - 4.7.3. The drug name, dosage, frequency, route of administration and prescribing practitioner;
 - 4.7.4. A description of the occurrence or refusal;
 - 4.7.5. The date and time of notification of a licensed person
 - 4.7.6. Actions recommended by the licensed person;
 - 4.7.7. Actions taken by the authorized provider; and
 - 4.7.8. The date and time of notification of a nurse trainer.
- 4.8. Changes in medication orders shall be documented on the medication log by licensed persons or authorized providers.
- 4.9. The authorized provider shall report all changes in medication orders to the nurse trainer.
- 4.10. The authorized provider shall note, in the medication log, any medication withheld and the reason(s) the medication was withheld.



- 4.11. The requirements of Sections 4.1 through Section 4.9, above shall not apply to individuals who self-medicate

5. Storage of Medications.

- 5.1. All medications to be administered by an authorized provider shall be kept in a locked container, cabinet or closet.
- 5.2. All controlled drugs to be administered by the authorized provider, except as noted in Section 6.3, below, shall be stored in a locked compartment within a locked container, cabinet or closet.

6. Quality Review.

- 6.1. A registered nurse or licensed practical nurse shall, at least monthly, review the following for all individuals whose medications are administered by authorized providers:
- 6.1.1. Documentation that the provider administering the medication(s) holds a current authorization;
 - 6.1.2. Medication orders and PRN protocols;
 - 6.1.3. Medication labels and medications listed on the medication log to ensure that they match prescribing practitioner's orders;
 - 6.1.4. Medication logs to ensure that documentation indicates:
 - 6.1.4.1. That medication was administered as prescribed;
 - 6.1.4.2. Refusal by the individual to take medication, if applicable;
 - 6.1.4.3. Any medication occurrences; and
 - 6.1.4.4. The full signatures and credentials of all persons who initial the log; and
 - 6.1.5. Medication storage to ensure compliance with Section 5, Storage of Medication.
- 6.2. Reviews pursuant to Section 6.1, above shall be documented, dated and signed by the nurse and retained for at least 6 years by the community mental health program.

7. Designation of Nurse Trainers.

- 7.1. The director shall, upon request, grant designation as a nurse trainer to nurses who:
- 7.1.1. Have a license as a registered nurse in the State of New Hampshire that is current and unencumbered;



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Administration of Medications in the Transitional Housing Program

- 7.1.2. Have 2 years of licensed nursing experience, at least one of which has been as a registered nurse, within the past 5 years; and
- 7.1.3. Have completed a 6 hour orientation program conducted by the division of behavioral health.
- 7.2. The director shall, upon request, grant 45 day conditional designation as a nurse trainer to nurses who fulfill the requirements of Section 7.1.1 and Section 7.1.2, above but have not yet completed the orientation required by Section 7.1.3, above.
- 7.3. A nurse granted conditional designation shall not authorize or re-authorize providers to administer medications but may supervise currently authorized providers.

8. Medication Quality Review.

- 8.1. The medical director shall review information submitted pursuant to Section 8.3, below.
- 8.2. A nurse trainer from the community mental health provider shall annually submit a report to the program's director of quality assurance that includes the following:
 - 8.2.1. The program name;
 - 8.2.2. The dates during which information was collected and the number of individuals served;
 - 8.2.3. The name, license number, and license expiration date of the nurse trainer;
 - 8.2.4. The date on which the nurse trainer received his or her training and authorization as a trainer;
 - 8.2.5. The number of hours of supervision provided by the nurse trainer per month;
 - 8.2.6. The number of providers trained and number of authorized providers retrained within the particular reporting period;
 - 8.2.7. The total number of providers authorized to administer medication within CMHC programs as of the date of the report;
 - 8.2.8. The total number of medication occurrences listed by specific medication(s) involved, type, frequency, and the corrective action taken;
 - 8.2.9. The number of department-issued "medication Administration" related certification deficiencies documented for the setting pursuant to He-M 1002.13;
 - 8.2.10. Any medication related waiver for the setting, if any;



- 8.2.11. A narrative summary of the factors which affected the administration of medication; and
- 8.2.12. The signature of the nurse trainer completing the form and the date on which the report is submitted.
- 8.3. The quality assurance director from the community mental health provider shall report annually on the agency's performance in medication administration to the division. The report shall summarize the content of the nurse trainer's report.
- 8.4. The medical director shall review the reports submitted pursuant to Section 8.3, above and recommend to the director that corrective action be taken by those community residences that, as demonstrated by the reports, have failed to comply with the provisions of this Exhibit A-1, Administration of Medications in the Transitional Housing Programs. The recommendations shall identify areas of non-compliance and suggest corrective action to be taken.
- 8.5. The director shall review all recommendations for corrective action made pursuant to Section 8.4, above. For the community mental health provider for which corrective action has been suggested, the director shall require such corrective action to be taken. Corrective action shall be designed to result in an agency's compliance with this Exhibit A-1, Administration of Medications in the Transitional Housing Programs.
- 8.6. The community mental health provider that is in receipt of a requirement for corrective action shall, within 30 days of such receipt, forward a corrective action plan to the medical director and begin implementation of such plan.

9. Revocation.

- 9.1. Under the following circumstances, the director shall revoke the designations of those nurse trainers and authorizations to administer medications of those providers in community mental health provider where corrective action has been required:
 - 9.1.1. A community mental health provider fails to submit a corrective action plan
 - 9.1.2. A community mental health provider submits a corrective action plan which fails to satisfy the criteria specified by the medical director or his or her designee or
 - 9.1.3. The community mental health provider fails to implement a corrective action plan.
- 9.2. Revocation shall only occur following the provision of 30 days' written notice. Such written notice shall state the reasons for the revocation and inform the community mental health provider that it may appeal



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Administration of Medications in the Transitional Housing Program

the decision. If an appeal of the decision is filed, the revocation shall be postponed pending final action by the director.

- 9.3. The division shall withdraw a notice of revocation if, within the notice period, the community mental health provider complies with or, in the judgment of the director or designee, has made progress toward complying with this Exhibit A-1, Administration of Medications in the Transitional Housing Programs.
- 9.4. A request for appeal shall be submitted in writing to the director within 10 days following the date of the notification of revocation of authorization of a provider to administer medication or designation of a nurse trainer.
- 9.5. The director shall immediately forward the request to the administrative appeals unit so that an appeal proceeding can be scheduled.
- 9.6. Appeals shall be conducted in accordance with He-C 200.

10. He-M 1202.13 Waivers.

- 10.1. A provider or community mental health provider may request a waiver of specific procedures outlined in this this Exhibit A-1, Administration of Medications in the Transitional Housing Programs, in writing, from the department.
- 10.2. A request for waiver shall include:
 - 10.2.1. A specific reference to the section of this Exhibit A-1, Administration of Medications in the Transitional Housing Programs for which a waiver is being sought;
 - 10.2.2. A full explanation of why a waiver is necessary;
 - 10.2.3. A full explanation of alternative provisions or procedures proposed by the community mental health provider or individual;
 - 10.2.4. If the setting is certified, the date of certification;
 - 10.2.5. Signature of the individual(s) or legal guardian(s) indicating agreement with the request; and
 - 10.2.6. Signature of the community mental health provider executive director or designee recommending approval of the waiver.
- 10.3. No provision or procedure prescribed by statute shall be waived.
- 10.4. The director shall grant the waiver if he or she determines that the alternative proposed meets the objective or intent of the rule and does not negatively impact the health or safety of the individual(s).
- 10.5. Upon receipt of approval of a waiver request, the community mental health provider, the provider or individual's subsequent compliance



with the alternative provisions or procedures approved in the waiver shall be considered compliance with the rule for which waiver was sought.

- 10.6. Waivers shall be granted in writing for a specific duration not to exceed one year.
- 10.7. A provider, a community mental health provider or individual may request a renewal of a waiver from the department. Such request shall be made at least 90 days prior to the expiration of a current waiver and shall not exceed one year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded with 100% General Funds.
2. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item identified in Exhibit B-1, Budget.
 - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 4.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
Bureau of Mental Health Services
105 Pleasant Street
Concord, NH 03301
Email addresses: Tanja.Godtfredsen@dhhs.nh.gov
 - 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
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 Agreement.

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Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc. Bethlehem

Budget Request for: Transitional Housing & Community Residences

Budget Period: July 1, 2018 through June 30, 2018

Line Item	Total Program Cost			Total DBS Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 57,297.08	\$ 8,021.59	\$ 65,318.67	\$ 57,297.08	\$ 8,021.59	\$ 65,318.67
2. Employee Benefits	\$ 14,324.27	\$ 2,005.40	\$ 16,329.67	\$ 14,324.27	\$ 2,005.40	\$ 16,329.67
3. Consultants	\$ 10,170.00	\$ 1,423.80	\$ 11,593.80	\$ 10,170.00	\$ 1,423.80	\$ 11,593.80
4. Equipment:						
Rental	\$ 330.33	\$ 46.25	\$ 376.58	\$ 330.33	\$ 46.25	\$ 376.58
Repair and Maintenance	\$ 700.00	\$ 98.00	\$ 798.00	\$ 700.00	\$ 98.00	\$ 798.00
Purchase/Depreciation	\$ 2,961.84	\$ 414.66	\$ 3,376.50	\$ 2,961.84	\$ 414.66	\$ 3,376.50
5. Supplies:						
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 500.00	\$ 70.00	\$ 570.00	\$ 500.00	\$ 70.00	\$ 570.00
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 312.50	\$ 43.75	\$ 356.25	\$ 312.50	\$ 43.75	\$ 356.25
6. Travel	\$ 1,806.00	\$ 252.88	\$ 2,058.88	\$ 1,806.00	\$ 252.88	\$ 2,058.88
7. Occupancy	\$ 2,066.08	\$ 289.25	\$ 2,355.33	\$ 2,066.08	\$ 289.25	\$ 2,355.33
8. Current Expenses						
Telephone	\$ 875.00	\$ 122.50	\$ 997.50	\$ 875.00	\$ 122.50	\$ 997.50
Postage	\$ 18.34	\$ 2.63	\$ 20.97	\$ 18.34	\$ 2.63	\$ 20.97
Subscriptions	\$ 12.38	\$ 1.73	\$ 14.11	\$ 12.38	\$ 1.73	\$ 14.11
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,122.90	\$ 157.21	\$ 1,280.11	\$ 1,122.90	\$ 157.21	\$ 1,280.11
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 62.50	\$ 8.75	\$ 71.25	\$ 62.50	\$ 8.75	\$ 71.25
10. Marketing/Communications	\$ 250.00	\$ 35.00	\$ 285.00	\$ 250.00	\$ 35.00	\$ 285.00
11. Staff Education and Training	\$ 875.63	\$ 94.59	\$ 970.22	\$ 875.63	\$ 94.59	\$ 970.22
12. Subcontracts/Agreements	\$ 818.75	\$ 114.63	\$ 933.38	\$ 818.75	\$ 114.63	\$ 933.38
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumables: Food, Household materials, clothing	\$ 3,235.00	\$ 452.90	\$ 3,687.90	\$ 3,235.00	\$ 452.90	\$ 3,687.90
Licenses, Permits and fees:	\$ 42.00	\$ 5.88	\$ 47.88	\$ 42.00	\$ 5.88	\$ 47.88
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 97,580.60	\$ 13,661.40	\$ 111,242.00	\$ 97,580.60	\$ 13,661.40	\$ 111,242.00

Indirect As A Percent of Direct

14.0%

RFA-2019-DBH-02-TRANS-02

NFI North, Inc./Bethlehem

Exhibit B-1

Contractor Initials *KEC*

Date *8/16/18*



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;

[Handwritten Signature]
8/16/18



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

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

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

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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

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

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

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

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

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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.

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REVISIONS TO GENERAL PROVISIONS

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



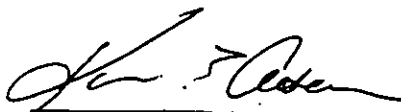
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

8/16/18
Date


Name: Karen A. Cesano
Title: Assistant Executive Director


8/16/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

8/16/18
Date

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

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8/16/18



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

8/16/18
Date

[Signature]
Name: Karen E. Cusano

Title: Assistant Executive Director

KEC
8/16/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

KFC

6/27/14

Rev. 10/21/14

Page 1 of 2

Date

8/16/18

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.

8/16/18
Date

Contractor Name:

[Signature]
Name: Diana E. Cusano
Title: Assistant Executive Director

Exhibit G

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

Contractor Initials

KSC

Date

8/16/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

Contractor Name:

Date 8/16/18


Name: Karen E. Casano
Title: Assistant Executive Director

Contractor Initials KEC
Date 8/16/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials

ASC
Date *8/16/18*



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Contractor Initials



Date 8/16/18



Exhibit I

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

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

Department of Health and Human Services

The State

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

9/12/18

Date

NFI NORTH, INC.

Name of the Contractor

Karen E. Cusano

Signature of Authorized Representative

Karen E. Cusano

Name of Authorized Representative

Assistant Executive Director

Title of Authorized Representative

8/16/18

Date



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

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

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

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

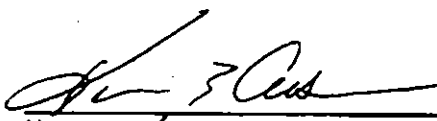
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


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

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

Contractor Name:

8/16/18
Date


Name: Ralph G. Cusano
Title: Assistant Executive Director


8/16/18



FORM A

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

1. The DUNS number for your entity is: 945826951
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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8/16/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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