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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

April 26, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with NFI North, Inc. (Vendor #177575-B001), Contoocook, NH, for the provision of Care Management Entity services for the FAST Forward program, by exercising a contract renewal option, increasing the price limitation by $2,300,000 from $2,452,160 to 4,752,160 and by extending the completion date from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 21, 2017, item #39B. It was subsequently amended with Governor and Council approval on September 20, 2018, item #20, and most recently amended with Governor and Council approval on June 10, 2020, item #11.

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	072-509073	Grants-Federal	92102100	$6,000	$0	$6,000
2018	102-500731	Contracts for Program Services	92102053	$91,160	$0	$91,160
2019	102-500731	Contracts for Program Services	92102053	$420,000	$0	$420,000
2020	102-500731	Contracts for Program Services	92102053	$785,000	$0	$785,000

2021	102-500731	Contracts for Program Services	92102053	$1,150,000	$0	$1,150,000
2022	102-500731	Contracts for Program Services	92102053	$0	$1,150,000	$1,150,000
2023	102-500731	Contracts for Program Services	92102053	$0	$1,150,000	$1,150,000
			Total	**$2,452,160**	**$2,300,000**	**$4,752,160**

EXPLANATION

This request is **Sole Source** because Amendment #2 of this contract was approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Contractor is uniquely qualified to provide these services as Senate Bill 14, of the 2019 Regular Legislation Session, amended RSA 135:F to require a Care Management Entity to provide this oversight for the State, and NFI North is one of two Care Management Entities in the State.

The purpose of this request is to continue to support the provision of Care Management Entity services for the FAST Forward program, which include, but are not limited to:

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

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

Qualifying children and youth are those who are eligible for Medicaid aged five (5) through twenty-one (21), experiencing difficulties in day-to-day life due to a diagnosis of serious emotional disturbances, and at risk of multi-agency involvement. Approximately 325 individuals and approximately 1,100 family members will be served from July 1, 2021 to June 30, 2023.

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

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

- 95% of children, youth and young adults as well as their families receive the Child and Adolescent Needs and Strengths (CANS) assessment tool which is used with psychiatric oversight and FAST Forward engagements.
- 80% of children, youth and young adults as well as their families receive the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools.
- 100% of children, youth and young adults as well as their families receive completed FAST Forward plans of care.

As referenced in Exhibit C-1 of the contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (3) years available.

Should the Governor and Council not authorize this request, families with children and youth who have serious emotional disturbances may have fewer services available to them in their communities to meet the challenges that are presented by mental illness. Further, the Department may be out of compliance with RSA 135:F.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Care Management Entity Services for FAST Forward contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NFI North, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item # 39B), as amended on September 20, 2018, (Item #20), and as amended on June 10, 2020, (Item #11), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended 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, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,752,160

3. Modify Exhibit B – Amendment #2, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.4, to read:

   3.4. Lastly, the Contractor shall bill this Agreement, for services provided to individuals that are not billable to other insurance or payors, or Medicaid as follows:

   3.4.1. The Contractor shall submit a request for payment to the Department in accordance with Exhibit B-5 Amendment #2.

   3.4.2. The Contractor shall submit a request for payment to the Department for actual expenditures incurred in the fulfillment of this Agreement in accordance with the approved line items as specified in the Exhibit B-6 Amendment #3 SFY 2022 Budget, and Exhibit B-7 Amendment #3 SFY 2023 Budget, shall be on a cost reimbursement basis.

   3.4.3. Reimbursement for costs billed to the Department shall be made monthly.

4. Add Exhibit B-6 Amendment #3 SFY 2022 Budget, which is attached hereto and incorporated by reference herein.

5. Add Exhibit B-7 Amendment #3 SFY 2023 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/11/2021

DocuSigned by:
Katja Fox
ED9D05B04C83442...

Date

Name: Katja Fox
Title: Director

NFI North, Inc.

5/11/2021

DocuSigned by:
Paul L. Dann, PhD, Executive Director of NFI North
BA52B9D39E8440E...

Date

Name: Paul L. Dann, PhD, Executive Director of NFI North
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/12/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 3,543,570.00	$ 352,857.00	$ 3,896,427.00	$ 3,523,570.00	$ 352,857.00	$ 3,876,427.00	$ 20,000.00	$ -	$ 20,000.00
2. Employee Benefits	$ 882,142.30	$ 88,214.23	$ 970,356.53	$ 882,142.30	$ 88,214.23	$ 970,356.53		$ -	$ -
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ 44,600.00	$ 4,460.00	$ 49,060.00	$ 44,600.00	$ 4,460.00	$ 49,060.00		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 62,000.00	$ 6,200.00	$ 68,200.00	$ 62,000.00	$ 6,200.00	$ 68,200.00		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ 45,500.00	$ 4,550.00	$ 50,050.00	$ 45,500.00	$ 4,550.00	$ 50,050.00		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 61,000.00	$ 6,100.00	$ 67,100.00	$ 61,000.00	$ 6,100.00	$ 67,100.00		$ -	$ -
6. Travel	$ 521,000.00	$ 52,101.00	$ 573,101.00	$ 501,000.00	$ 50,101.00	$ 551,101.00	$ 20,000.00	$ 2,000.00	$ 22,000.00
7. Occupancy	$ 139,956.00	$ 13,997.60	$ 153,953.60	$ 125,866.00	$ 12,587.60	$ 138,453.60	$ 14,090.00	$ 1,410.00	$ 15,500.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 84,500.00	$ 8,450.00	$ 92,950.00	$ 84,500.00	$ 8,450.00	$ 92,950.00		$ -	$ -
Postage	$ 2,000.00	$ 200.00	$ 2,200.00	$ 2,000.00	$ 200.00	$ 2,200.00		$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 32,802.00	$ 3,280.20	$ 36,082.20	$ 32,802.00	$ 3,280.20	$ 36,082.20		$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ 8,000.00	$ 800.00	$ 8,800.00	$ 8,000.00	$ 800.00	$ 8,800.00		$ -	$ -
10. Marketing/Communications	$ 18,000.00	$ 1,800.00	$ 19,800.00	$ 18,000.00	$ 1,800.00	$ 19,800.00		$ -	$ -
11. Staff Education and Training	$ 1,279,200.00	$ 127,920.00	$ 1,407,120.00	$ 1,104,200.00	$ 110,420.00	$ 1,214,620.00	$ 175,000.00	$ 17,500.00	$ 192,500.00
12. Subcontracts/Agreements	$ 8,672,514.00	$ 867,251.40	$ 9,539,765.40	$ 8,172,514.00	$ 867,251.40	$ 9,039,765.40	$ 500,000.00	$ -	$ 500,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Flex funds, other client expense	$ 490,500.00	$ 49,050.00	$ 539,550.00	$ 490,500.00	$ 49,050.00	$ 539,550.00		$ -	$ -
Billing for Uninsured	$ 400,000.00	$ -	$ 400,000.00	$ -	$ -	$ -	$ 400,000.00	$ -	$ 400,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 16,287,284.30	$ 1,587,231.43	$ 17,874,515.73	$ 15,158,194.30	$ 1,566,321.43	$ 16,724,515.73	$ 1,129,090.00	$ 20,910.00	$ 1,150,000.00
Indirect As A Percent of Direct		9.7%							

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Contractor Initials_____

Date 5/11/2021

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

Budget Period: SFY 2023 (7/1/2022-6/30/2023)

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	$ 3,684,512.80	$ 366,951.28	$ 4,051,464.08	$ 3,684,512.80	$ 366,951.28	$ 4,031,464.08	$ 20,000.00	$ -	$ 20,000.00
2. Employee Benefits	$ 917,427.99	$ 91,742.80	$ 1,009,170.79	$ 917,427.99	$ 91,742.80	$ 1,009,170.79		$ -	$ -
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ 44,600.00	$ 4,460.00	$ 49,060.00	$ 44,600.00	$ 4,460.00	$ 49,060.00		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 62,000.00	$ 6,200.00	$ 68,200.00	$ 62,000.00	$ 6,200.00	$ 68,200.00		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ 45,500.00	$ 4,550.00	$ 50,050.00	$ 45,500.00	$ 4,550.00	$ 50,050.00		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 61,000.00	$ 6,100.00	$ 67,100.00	$ 61,000.00	$ 6,100.00	$ 67,100.00		$ -	$ -
6. Travel	$ 521,000.00	$ 52,101.00	$ 573,101.00	$ 501,000.00	$ 50,101.00	$ 551,101.00	$ 20,000.00	$ 2,000.00	$ 22,000.00
7. Occupancy	$ 139,956.00	$ 13,997.60	$ 153,953.60	$ 125,866.00	$ 12,587.60	$ 138,453.60	$ 14,090.00	$ 1,410.00	$ 15,500.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 84,500.00	$ 8,450.00	$ 92,950.00	$ 84,500.00	$ 8,450.00	$ 92,950.00		$ -	$ -
Postage	$ 2,000.00	$ 200.00	$ 2,200.00	$ 2,000.00	$ 200.00	$ 2,200.00		$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 32,802.00	$ 3,280.20	$ 36,082.20	$ 32,802.00	$ 3,280.20	$ 36,082.20		$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ 8,000.00	$ 800.00	$ 8,800.00	$ 8,000.00	$ 800.00	$ 8,800.00		$ -	$ -
10. Marketing/Communications	$ 18,000.00	$ 1,800.00	$ 19,800.00	$ 18,000.00	$ 1,800.00	$ 19,800.00		$ -	$ -
11. Staff Education and Training	$ 1,279,200.00	$ 127,920.00	$ 1,407,120.00	$ 1,104,200.00	$ 110,420.00	$ 1,214,620.00	$ 175,000.00	$ 17,500.00	$ 192,500.00
12. Subcontracts/Agreements	$ 8,672,514.00	$ 867,251.40	$ 9,539,765.40	$ 8,172,514.00	$ 867,251.40	$ 9,039,765.40	$ 500,000.00	$ -	$ 500,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Flex funds, other client expense	$ 490,500.00	$ 49,050.00	$ 539,550.00	$ 490,500.00	$ 49,050.00	$ 539,550.00		$ -	$ -
Billing for Uninsured	$ 400,000.00	$ -	$ 400,000.00	$ -	$ -	$ -	$ 400,000.00	$ -	$ 400,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 16,463,512.79	$ 1,604,854.28	$ 18,068,367.07	$ 15,334,422.79	$ 1,583,944.28	$ 16,918,367.07	$ 1,129,090.00	$ 20,910.00	$ 1,150,000.00
Indirect As A Percent of Direct		9.7%							

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Contractor Initials_____

Date 5/11/2021

State of New Hampshire

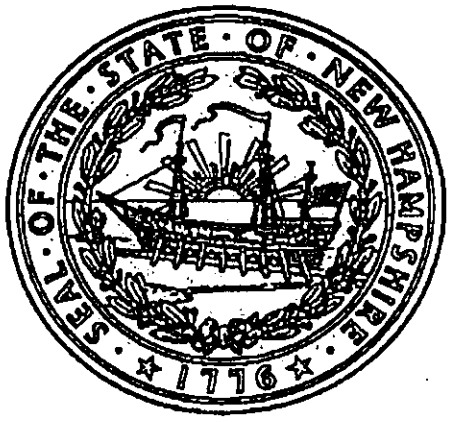
Department of State

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: **0005348612**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 29, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 4/16/2021

Douglas Giles
Signature of Elected Officer
Name: Douglas Giles
Title: Secretary

Rev. 03/24/20

DocuSign Envelope ID: 64D8AD09-A7FD-4E36-9852-6193BAA888FC

NORTHAME76

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2020

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

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

PRODUCER	CONTACT NAME:
USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	32204
INSURER B : North River Insurance Company	21105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
North American Family Institute Inc.
90 Maple St.
Suite 2
Stoneham, MA 02180

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2216753	01/01/2021	01/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2216756	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp $1,000 X Coll $1,000							$
A	X UMBRELLA LIAB X OCCUR			PHUB749675	01/01/2021	01/01/2022	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4067334594	07/01/2020	07/01/2021	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional			PHPK2216753	01/01/2021	01/01/2022	$1,000,000 $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

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

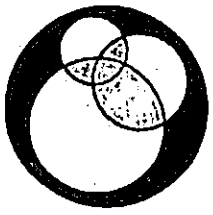
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd

S7PZP



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, 2020

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.

Financial Statements

June 30, 2020

Table of Contents

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, 2020, 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 in accordance with 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 the 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 30,2020 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.

KPMG

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2020 on our consideration of the NFIN's internal control over financial reporting on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of those reports is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the NFIN's internal control over financial reporting or on compliance. Those reports are an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the NFIN's internal control over financial reporting and compliance.

KPMG LLP

Boston, Massachusetts
September 30, 2020

NFI NORTH, INC.

Statement of Financial Position

June 30, 2020

Assets

Current assets:	
Cash and equivalents	$ 3,203,891
Accounts receivable, net	3,877,890
Prepaid expenses and other current assets	75,091
Due from affiliate (note 8)	25,763
Investments (note 4)	1,560,799
Total current assets	8,743,434
Property and equipment (note 5):	
Land	535,992
Buildings and improvements	8,119,682
Equipment and furnishings	632,222
Motor vehicles	967,988
	10,255,884
Less accumulated depreciation	(6,416,357)
Property and equipment, net	3,839,527
Other assets	13,250
Total assets	$ 12,596,211

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 5)	$ 200,587
Accounts payable	173,956
Accrued payroll and related liabilities	992,467
Other accrued expenses	513,693
Deferred revenue	312,791
Total current liabilities	2,193,494
Long-term liabilities:	
Long-term debt, net of current portion (note 5)	2,436,785
Due to affiliate long-term (note 8)	209,842
Other liabilities	248,850
Total long-term liabilities	2,895,477
Total liabilities	5,088,971
Net assets:	
Without donor restrictions	7,313,099
With donor restrictions	194,141
Total net assets	7,507,240
Total liabilities and net assets	$ 12,596,211

See accompanying notes to financial statements.

NFI NORTH, INC.

Statement of Activities

Year ended June 30, 2020

Changes in net assets without donor restrictions:		
Revenues and other support:		
Contracts, net	$	28,876,360
Contributions:		
In-kind		867,793
Other		8,929
Interest and dividends		60,314
Miscellaneous		7,614
		29,821,010
Net assets released from restrictions		30,429
Total revenues and other support		29,851,439
Expenses:		
Program services		25,081,172
Supporting services (note 8)		2,866,995
Total expenses		27,948,167
Increase in net assets without donor restrictions before nonoperating activities		1,903,272
Nonoperating activities:		
Net realized and unrealized gain on investments		59,241
Gain on sale of property and equipment		18,183
Increase in net assets without donor restrictions		1,980,696
Changes in net assets with donor restrictions:		
Contributions		141,061
Net assets released from restrictions		(30,429)
Increase in net assets with donor restrictions		110,632
Increase in net assets		2,091,328
Net assets at beginning of year		5,415,912
Net assets at end of year	$	7,507,240

See accompanying notes to financial statements.

NFI NORTH, INC.

Statement of Functional Expenses

Year ended June 30, 2020

	Program services	Supporting services	Total
Personnel expenses:			
Salaries, payroll taxes and employee benefits	$ 17,875,603	1,365,039	19,240,642
Other expenses:			
Contracted services	2,483,128	1,211,342	3,694,470
Other direct costs	1,137,231	141,935	1,279,166
Consumables	875,767	—	875,767
In-kind	871,942	—	871,942
Occupancy	714,399	21,565	735,964
Transportation	361,134	20,538	381,672
Equipment	169,289	43,697	212,986
Interest	98,970	7,922	106,892
	6,711,860	1,446,999	8,158,859
Depreciation and amortization	493,709	54,957	548,666
Total expenses	$ 25,081,172	2,866,995	27,948,167

See accompanying notes to financial statements.

NFI NORTH, INC.

Statement of Cash Flows

Year ended June 30, 2020

Cash flows from operating activities:		
Increase in net assets	$	2,091,328
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization		548,666
Gain on sale of property and equipment		(18,183)
Net realized and unrealized gain on investment		(59,241)
Changes in assets and liabilities:		
Accounts receivable, net		(2,374,240)
Prepaid expenses and other current assets		(22,376)
Due from affiliate		66,963
Other assets		(694)
Accounts payable		3,405
Accrued payroll and related liabilities		559,215
Other accrued expenses		175,715
Due to affiliate		(9,393)
Deferred revenue		124,277
Net cash provided by operating activities		1,085,442
Cash flows from investing activities:		
Purchases of property and equipment		(317,763)
Purchases of investments		(2,056,079)
Proceeds from sale of property and equipment		32,000
Proceeds from sale of investments		1,056,080
Net cash used in investing activities		(1,285,762)
Cash flows from financing activities:		
Repayments of long-term debt		(197,093)
Net cash used in financing activities		(197,093)
Net decrease in cash and equivalents		(397,413)
Cash and equivalents at beginning of year		3,601,304
Cash and equivalents at end of year	$	3,203,891
Supplemental data:		
Cash paid for interest	$	106,892

See accompanying notes to financial statements.

(1) Summary of Significant Accounting Policies

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

(a) Basis of Presentation

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

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

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

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of restrictions on net assets with donor restrictions are reported as reclassifications between the applicable classes of net assets. Expirations of restrictions with donor restrictions occur when donor-imposed stipulated purposes have been accomplished and/or the stipulated time period has elapsed. If an expense is incurred for a purpose for which both net assets with and without donor restrictions are available, a donor-imposed restriction is fulfilled to the extent of the expense incurred unless the expense is for a purpose that is directly attributable to another specified external source of revenue.

(b) Revenue from Contracts with Customers

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

Revenues from contracts are primarily derived from cost reimbursement, per diem and fee-for service contracts. Cost reimbursement contracts are recognized with expenses being reimbursed for services delivered over the course of client enrollment period which is generally as expenses are incurred. Rate based contracts are recognized with expenses being reimbursed for services delivered over the course of client stay based on an established rate with the related funding source which is generally when services are provided. Revenues from contracts consisted of 16% for cost reimbursement contracts and 84% for rate based contracts for the year ended June 30, 2020.

(c) Income Taxes

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

(d) Use of Estimates

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

(e) Concentration of Risk

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

(f) Cash and 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. Included in cash and equivalents is $194,141 of cash with donor restrictions. Cash equivalents within investment accounts are considered to be investments for the purposes of the statement of cash flows.

(g) Property and Equipment

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

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

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

(h) Self-Insurance

NFIN is self-insured for employee medical healthcare costs. As of June 30, 2020, the estimated liability for healthcare claims incurred but not yet reported or paid was $146,897 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

(Continued)

(i) In-Kind Contributions

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2020, NFIN received in-kind contributions of rent, equipment and furnishings, and consumables amounting to $867,793.

(j) Fair Value of Financial Instruments

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

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

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

(k) Subsequent Events

In March 2020, the World Health Organization declared the novel coronavirus (COVID-19) a pandemic. Despite the current economic environment as result of the pandemic, beginning in March 2020, NFIN continues to receive funding from state and federal contracts, and is able to continue its operations in providing community-based social services to individuals and their families. NFIN received emergency funding from the State of Maine and New Hampshire to assist potential additional costs associated with the COVID-19 pandemic. The full extent of the impact of COVID-19 on NFIN's finances is uncertain and will depend on the duration and depth of the pandemic.

NFIN has evaluated events subsequent to June 30, 2020 and through September 30, 2020, 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.

(Continued)

(2) Financial Asset and Liquidity Resources

As of June 30, 2020, financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows:

Cash and cash equivalents	$	3,203,891
Accounts receivable		3,877,890
Investments		1,560,799
Due from affiliates		25,763
Total financial assets available within one year	$	8,668,343

(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, (3.75% as of June 30, 2020). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. As of June 30, 2020, $1,075,000 was outstanding under this line of credit, none of which was due from NFIN.

In addition, for the year ended June 30, 2020, NAFI has entered into Letter of Credit agreements with TD Bank for a total of $1,165,124. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of $8,000,000 and are not collateralized by additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

(4) Investments

Investments are carried at fair value. Investments at June 30, 2020 consisted of the following:

Corporate bonds	$	649,699
Equities		603,545
Cash and equivalents		307,555
	$	1,560,799

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

(Continued)

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2020

(5) Long-Term Debt

Long-term debt as of June 30, 2020 consisted of the following:

Interest rate as of June 30, 2020	Fiscal year due	Amount
Mortgages payable, secured by real estate:		
0.00%-8.00% fixed	2022–2031	$ 2,535,476
Total mortgages payable		2,535,476
Vehicle notes secured by automobiles:		
0.00%–8.59% fixed	2021–2024	101,896
Total vehicle notes payable		101,896
Total long-term debt		2,637,372
Less current portion		(200,587)
Total long-term debt, net of current portion		$ 2,436,785

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

NFIN is required to maintain certain debt service coverage ratios.

Scheduled repayments of long-term debt are as follows:

	Amount due
Year ending June 30:	
2021	$ 200,587
2022	346,732
2023	122,463
2024	125,849
2025	124,465
Thereafter	1,717,276
	$ 2,637,372

Interest expense was $106,892 for the year ended June 30, 2020.

(Continued)

(6) Operating Leases

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to $126,434 for the year ended June 30, 2020, including $48,188 of related party property charges described in note 8. These expenses are included in occupancy expense in the accompanying statement of functional expenses. Future minimum lease payments as of June 30, 2020 are as follows:

	Amount due
Year ending June 30:	
2021	$ 35,320
2022	19,749
2023	6,337
2024	712
	$ 62,118

(7) Retirement Plan

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to contribute $172,365 for the year ended June 30, 2020. These expenses are included in salaries, payroll taxes and employee benefits expenses within the accompanying statement of functional expenses.

(8) Related-Party Transactions

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to $1,355,534 for the year ended June 30, 2020, and have been included in supporting services expenses in the accompanying statements of activities and contracted services expenses within the statement of functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was $48,188 for the year ended June 30, 2020, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement underpayments resulted in a balance due to NAFI as of June 30, 2020 in the amount of $209,842. This amount has been reported as due to affiliate in the accompanying consolidated statement of financial position.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2020 in the amount of $25,763. This amount has been reported as due from affiliate in the accompanying statement of financial position and is expected to be paid within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT and NFIM) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. For the year ended June 30, 2020, 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 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 auditing standards generally accepted in the United States of America, in accordance with 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, 2020 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the NFIN's internal control over financial reporting (internal control) as a basis for designing 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 the NFIN's internal control. Accordingly, we do not express an opinion on the effectiveness of the 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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of NFIN'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 financial statements. 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*.

KPMG

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

Boston, Massachusetts
September 30, 2020

NFI NORTH, INC.
OFFICERS

Title	Name	Address
President	Suanne Nader Educator	[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]
Suanne Nader	Educator	[redacted]
Heidi Edwards Dunn	Education & Communications Director and Immediate Past Board President, NFI North NH Small Business Development Center	[redacted]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[redacted]
Lori Beaulieu	Business Women	[redacted]
Margo Holmes	Vice President Bangor Savings Bank/Consumer Representative	[redacted]
Bruce Farenwald	CFO Duncraft Inc.	[redacted]
Demitria Kirby	Youth Services Manager City of Keene	[redacted]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 4/13/2021

JANICE A. WILLIAMSON, BA

HIGHLIGHTS OF QUALIFICATIONS:

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

EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.
Regional Director
Responsible for overseeing the operations of all programs in my region. Provide leadership, supervision, guidance and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

1994 to 1998 NFI NORTH, INC.
Program Director, North Country Shelter, Jefferson. NH

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

1993 to 1994 NORTHERN NH DEVELOPMENTAL SERVICES & MENTAL HEALTH, Wolfeboro, NH
Residential Coordinator of lower Carroll County located at the Carroll County Mental Health Center. Coordinate and implement all residential programs for individuals with a mental illness. Responsible for all ISO/Enhance family care residential programs. Responsible for all compliance with state and federal regulations.

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

- Direct all aspects of rehabilitative services for brain-injured adults and progressive vocational programming for the developmentally disabled. Oversee two program managers and a staff of 18 residential and vocational trainers providing services for a caseload of 30. Administer a $500,000 annual budget.
- Developed a profitable small business program as a vocational training tool for the developmentally disabled.
- Established highly successful, non-traditional alternative vocational programs for those in need of more comprehensive therapeutic programming.
- Planned/supervised programming and staff involved in developing and delivering three separate vocational training programs for the developmentally disabled and mentally ill throughout central New Hampshire.
- Directly involved in agency's receipt of $200,000 "Mobility Grant" for developing the TBI program.
- Established strong relations with other TBI programs nationwide.
- Introduced the area's first vocational training program for the developmentally disabled by establishing a day program at a local church hall.
- Formulated and implemented all program models and management systems on which the Franklin Falls Farm program was developed.
- Implemented and coordinated services with outside therapists (speech, occupational, physical and behavioral).
- Supervised all job coaches and trainers.

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

TEACHING EXPERIENCE

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

Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

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

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

PROFESSIONAL DEVELOPMENT:

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

1995 Facilitator/Trainer of Moderate Level Challenge Course.

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

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

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

Jennifer L. Altieri

Key Skills and Strengths

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

Objective

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

Education

Masters of Science, *Clinical Mental Health Counseling*, Plymouth State University, Plymouth New Hampshire
Accredited by the Counsel for Accreditation of Counseling and Related Educational Programs (CACREP) Graduation date, December 1, of 2015. GPA 3.75
Bachelor of Science, *Human Services/Counseling*, Lyndon State College, 2002

Professional Experience

Program Director, *NFI North Array of Services, Community Based Services, Jefferson N.H. 2009-Present.* Oversee the community based portion of the array of services which Includes, Individual Service option In-home, Individual Service option Foster Care, Home Based Therapeutic Services and FAST Forward. Work with a team of people who Provide diagnostic Assessment, outreach, Family Stabilization, Case Management, Care Management, Wraparound, Respite Care, Parent Education, Support Services, Evidence Based Models (such as TF-CBT, DBT, Supported Employment and many others).
Program Director, *NFI North transitional housing, Maple Lodge, Bethlehem New Hampshire. And Array of Services, Community Based, January 2016-current.*
Transferred to manage a residential program and pervasively mentally ill adults. Included a staff team of 10 + and an annual budget. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training, marketing, licensing foster homes and supervision of staff.
Intern, NFI North Transitional Housing—Concord January 2015-December 2015

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

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

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

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

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

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

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

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

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

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

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

Professional Development

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

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

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

Membership/Affiliation

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

Awards/Recognition

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

References

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

KRISTI VAZIFDAR

FINANCIAL EXPERTISE

- *Financial Reporting*
- *Cash and Credit Management*
- *Budget Creation and Analysis*
- *Payroll Management*
- *Strategic Planning*
- *Financial Training and Management*
- *Accounts Payable and Receivable*

PROFILE

- 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.

KRISTI VAZIFDAR

- 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

Luke Reynard, MBA

Executive team member with experience leading operations in behavioral health and disability service systems.

NFI North, Inc.

Chief Operating Officer ***April 2021-Present***

- Responsible for daily operations of all agency programs
- Lead and supervise all strategic plan operations
- Collaborate with Executive Leadership team on strategic initiatives and operational processes
- Communicate with the CEO and Board of Directors on agency goals and initiatives
- Represent NFI North with state partners and the general public
- Oversee new business development and strategic opportunities
- Oversee relationships with vendors, subsidiaries, and partners

University of New Hampshire

Director of Operations, Center for START Services, Institute on Disability, ***July 2019-Apr 2021***

- Operational leadership for START Mental Health and Intellectual Disability Program
- Develop and implement strategic operating plans to align with UNH goals
- Develop programmatic cost projection proposals for various state government systems
- Member of the Institute on Disability at University of New Hampshire management team
- Research and identify opportunities to leverage state and federal Medicaid and MCO funds forprogrammatic use

My Health My Resources (MHMR) of Tarrant County **2005 through 2019**

Chief Operating Officer of Disability Services ***May 2017-June 2019***

- Chief Operations Officer for Disability Services, leading services to 4000+ people with disabilitiesmonthly
- Develop strategic operating plans to achieve agency mandates
- Responsible for daily operations and supervision of 500 full-time staff
- Responsible for oversight for state funded Authority Operations
- Responsible for operation of Provider function operations, including HCBS programs and ICF homes
- Develop and oversee $30 million annual operations budget, including 20M+ in Medicaid funds
- Lead development team and supervise first crisis Intervention and prevention program in Texas;expanded contract across the state for further implementation
    - Award winner for Special Services to the START National Team
- Establish cost analysis of program operations resulting in net operational increase of revenuesexceeding 1M
- Oversight of Housing Grants, Supported Employment Operations, and Shelter Plus Care Programs

- Oversight of programs funded through Health Human Services Commission, Office of the Governorand Center for Medicaid Services 1115 Waiver

Senior Program Director of Disability Services ***2012–17***

Program Director ***2011-12***

Program Manager ***2010-11***

Program Specialist ***2009-10***

Service Coordination ***2005-09***

Education

Master of Business Administration **University of Texas-Permian Basin**

Bachelor of Arts in Psychology **Texas State University**

- Minor-Criminal Justice

Community Leadership

New Hampshire Children's Behavioral Health Workforce Development Leadership Team

- **State**

Leadership Fort Worth, Class of 2016

- Community engagement leadership development course designed to foster civic leadership skillsand education opportunities

Samaritan House Board of Directors

- Board member providing support for non-profit providing support services and residential support to individuals with HIV/AIDS, Mental Illness, and other specialneeds

MH Housing Development of Tarrant County Board of Directors

- Board member for the property management organization providing housing supports toindividuals with mental illness

IDD Council of Tarrant County Board of Directors

- Board member for non-profit community group with a mission of increasing awareness, promotinginclusion and providing education about disabilities in the community

IDD Directors Consortium

- Member of statewide leadership group of 39 Community Centers charged with policy advisementand stakeholder response for more than 50,000 people with disabilities in Texas

Texas Health and Human Services STAR Kids Workgroup

- Member legislatively appointed group charged with providing policy design for newly implementedManaged Care platform for 180,000 children with disabilities in Texas

YMCA Soccer, Basketball, Baseball Coaching Volunteer **2013-2018**

Henniker Youth Athletics, Assistant Coach **2019-present**

Paul L. Dann, Ph.D.

EMPLOYMENT

Jan. 1993-present — NFI North, Contoocook NH

Executive Director

Responsible for the overall management of this private non-profit corporation with a total annual budget of 26+ million dollars. Over the past 27 years lead at team that grew the organization from one program and four employees to twenty-six services and 350 employees across two states. Developed key programs and services to address the needs of children, youth, families, adults and seniors across the life continuum within a diverse array of services. Worked successfully with the Board of Directors, agency management, business staff, and external stakeholders to insure corporation's fiscal and programmatic excellence. Provided regular consultation and training to private and public human service organizations.

Sept. 1997-Present — New England College, Henniker, NH

Program Director MS CMHC and Part Time Faculty

From March of 2016 until March of 2020 I ran the Masters of Science in Clinical Mental Health Counseling and the Masters of Science in Human Services. During this time, I grew the program from 14 to 88 students. I continue to teach in the program as well as in the Masters in Computer Information Systems, Masters in Business and Master's in Business Administration. Developed. During this time, I developed numerous courses, taught on campus, through hybrid learning as well as online. 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 graduate council.

Sept. 1991-Jan. 1993 — NORTH AMERICAN FAMILY INSTITUTE – Danvers, Massachusetts

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 for youth with serious emotional disturbance. 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 youth serving programs.

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, a residence and day treatment program. Designed, organized, staffed and supervised a treatment program that achieved a high degree participant 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

Part Time Faculty, UNH Masters in Public Administration 2014-present
Board Member New Hampshire Association for the Blind, 2012 to 2016
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 Alliance for Addition and 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)

SniInnovation, Employee Engagement and Performance Management
Connections for Kids Leadership Retreat 2017

Leadership Development Seminar
NFI North six session leadership training 2017, 2018, 2019.

Connecting the Dots: Mental Health and the Opioid Crisis in New Hampshire
New England College 2017

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

High Impact Leadership
NAFI National Conference 2016

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

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

Cultural Foundations in Mental Health Practice
NFI North Core Training 2015

Conscious Organizations; Stories and Practices from the Nonprofit and For Profit Sector
International Leadership Association Global Conference 2014

Supervision, Management and Leadership; Cross currents within the normative community
Rhode Island Psychological Centers 2014

Workplace Diversity and Inclusion
Human Resource Association of Greater Concord 2013

Cultural Diversity
Merrimack County House of Corrections 2013

Generative Leadership
Tobias Leadership Institute 2012

Emergent Leadership in Nonprofit Organizations
Senior Leadership Conference ACF 2012

Leadership Development
NAFI National Conference 2011

Generative Leadership: Exploring Leadership Development Within Organizations and Teams

Senior Leadership Conference 2011

Social and Cultural 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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paul Dann	Executive Director	$217,804	0	0
Luke Reynard	Chief Operating Officer	$138,000	0	0
Kristi Vazifdar	Chief Financial Officer	$120,000	0	0
Jan Williamson	Regional Director	$127,000	15%	$19,050
Jennifer Altieri	Program Director	$80,000	100%	$80,000

Lori A. Shibinette
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

May 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with NFI North, Inc. (Vendor #177575-B001), PO Box 417, 40 Park Lane, Contoocook, NH 03229 for the provision of Care Management Entity services for the FAST Forward program, by increasing the price limitation by $1,515,000 from $937,160 to $2,452,160 and by extending the completion date from June 30, 2020 to June 30, 2021 effective upon Governor and Council approval, whichever is later. The original contract was approved by Governor and Council on June 21, 2017, item #39B and most recently amended with Governor and Council approval on September 20, 2018, item #20. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	072-509073	Grants-Federal	92102100	$6,000	$0	$6,000
2018	102-500731	Contracts for Program Services	92102053	$91,160	$0	$91,160
2019	102-500731	Contracts for Program Services	92102053	$420,000	$0	$420,000
2020	102-500731	Contracts for Program Services	92102053	$420,000	$365,000	$785,000
2021	102-500731	Contracts for Program Services	92102053	$0	$1,150,000	$1,150,000
			Total	$937,160	$1,515,000	$2,452,160

EXPLANATION

This request is **Sole Source** because the Department is adding new scope requirements to the contract for oversight of psychiatric care and residential treatment. Further, this action adds 3 (three) years of additional renewal options to the contract The Contractor is uniquely qualified to provide these services as Senate Bill 14, of the 2019 Regular Legislation Session, amended RSA 135:F to require a Care Management Entity to provide this oversight for the State, and NFI North is the only Care Management Entity in the State. NFI North has provided exemplary service throughout this contract and beyond. The values and principles that NFI North operates under are in direct alignment with the values and principles outlined in the requirements for the Department under RSA 135:F. As previously stated, the original contract was approved by Governor and Council on June 21, 2017, item #39B. It was then subsequently amended with Governor and Council approval on September 20, 2018, item #20.

The purpose of this amendment is to expand the existing scope of services to include enrollment and payment for non-Medicaid children and youth in the FAST Forward program, oversight of children and youth in a psychiatric hospital, increased enrollment for the FAST Forward program and inclusion of an increased budget to accommodate the increased enrollment, and acceptance of referrals for children, youth and families who are involved with the Division of Children, Youth and Families and have an open court case.

Despite the best intentions and hard work of families and providers, services are often fragmented and difficult to navigate. New Hampshire is making great progress in addressing these challenges using the New Hampshire Wraparound program called FAST Forward. The FAST Forward program is designed to serve youth with serious emotional disturbances and their families, whose needs are not met by traditional service streams and programs. This is done by utilizing a high fidelity wraparound approach that is a definable, individualized, and strengths-based planning process that incorporates a child and family team, and results in a unique set of services and supports for the child or youth and their family. The treatment plan is closely monitored to achieve a positive set of outcomes.

Qualifying children and youth are those who are eligible for Medicaid aged five (5) through twenty-one (21), experiencing difficulties in day-to-day life due to a diagnosis of serious emotional disturbances, and at risk of multi-agency involvement. Approximately 325 individuals and approximately 1100 more family members will be served from July 1, 2020 to June 30, 2021.

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

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

- The Contractor must ensure that the Child and Adolescent Needs and Strengths (CANS) assessment tool is used with psychiatric oversight and FAST Forward engagements with 95% of engaged children, youth and young adults as well as their families.
- The Contractor must ensure that the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools are utilized with 80% of engaged children/youth/young adults and their families.
- The Contractor must ensure that FAST Forward plans of care are completed with 100% of engaged children, youth and young adults as well as their families.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. One (1) year of renewal was utilized in Amendment #1 of the contract. The Department is exercising its option to renew services for one (1) of the one (1) year available. The Department is also adding an additional three (3) years of renewal through this Amendment #2.

Should the Governor and Executive Council not authorize this request, families with children and youth who have serious emotional disturbances may have fewer services available to them in their communities to meet the challenges that are presented by mental illness. Further, DHHS may be out of compliance with RSA 135:F.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Denis Goulet
Commissioner

May 19, 2020

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

Dear Commissioner Shibinette:

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

The purpose of this amendment is to expand the existing scope of services to include enrollment and payment for non-Medicaid children and youth in the FAST Forward program, oversight of children and youth in a psychiatric hospital, increased enrollment for the FAST Forward program and inclusion of an increased budget to accommodate the increased enrollment, and acceptance of referrals for children, youth and families who are involved with the Division of Children, Youth and Families and have an open court case.

This amendment increases the price limitation by $1,515,000 from $937,160 to $2,452,160 and extends the completion date from June 30, 2020 to June 30, 2021 effective upon Governor and Council approval.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-069B

cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Care Management Entity Services for FAST Forward Contract

This 2nd Amendment to the Care Management Entity Services for FAST Forward contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NFI North, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 417, 40 Park Lane, Contoocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #39B) as amended on September 20, 2018 (Item #20), 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 or 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 Contract may be amended 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: $2,452,160.
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. Modify Exhibit A, Scope of Services Amendment #1 by replacing in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B, Amendment #1 Methods and Conditions Precedent to Payment, by replacing it in its entirety with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit B-3, SFY 2020 Budget, by replacing in its entirety with Exhibit B-3 Amendment #2, SFY 2020 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-4 Amendment #2, SFY 2021 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-5 Amendment #2, which is attached hereto and incorporated by reference herein.

10. Exhibit C-1, Revisions to Standard Provisions, Section 3., to read:
The Department reserves the right to renew the Contract for up to three (3) additional years after the amended contract completion date of June 30, 2021, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/3/2020
Date

Name: Christine Tappan
Title: Associate Commissioner

NFI North, Inc.

5/1/2020
Date

Name: Karen E. Cusano, M. Ed.
Title: Chief Operating Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2020
Date

Name:
Title:

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:

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. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0: et seq.

1.4. The Contractor shall ensure that all services provided to children, youth, and families are in accordance with the core values of family and youth driven, culturally and linguistically competent, and community based.

1.5. The Contractor must provide Care Management Entity services, statewide, for families with children, youth or young adults ages five (5) through age twenty-one (21) years who have Severe Emotional Disturbances (SED) and who are enrolled in the FAST Forward program as required by NH RSA 135-F:4, Duties of Commissioner of the Department of Health & Human Services (http://gencourt.state.nh.us/rsa/html/x/135-f/135-f-mrg.htm).

1.6. The Contractor must work collaboratively with the children, youth, and families enrolled in the FAST Forward program, as well as service providers, in the process of assessing each family member's capabilities and challenge areas in order to develop supports and interventions that:

1.6.1. Are effective;

1.6.2. Are individualized; and

1.6.3. Acknowledge the strengths of the family.

1.7. For the purposes of the resulting agreement, the System of Care core principles are defined as:

1.7.1. Being Family Driven and Youth Driven.

1.7.2. Coordinating and delivering Community-Based Services.

1.7.3. Being Culturally and Linguistically Competent.

1.7.4. Providing Trauma-informed Care.

1.8. The Contractor must accept all referrals received from the Department.

1.9. The Contractor must work with several service providers that provide support for children, youth, young adults and their families, when applicable including, but not limited to:

1.9.1. Community Mental Health Centers, which include:

1.9.1.1. Monadnock Family Services

1.9.1.2. Community Partners

1.9.1.3. Seacoast Mental Health

1.9.1.4. Mental Health Center of Greater Manchester

1.9.1.5. Great Nashua Mental Health Center

1.9.1.6. West Central Behavioral Health

1.9.1.7. Lakes Region Mental Health Center

1.9.1.8. Northern Human Services

1.9.1.9. Center for Life Management

1.9.1.10. Riverbend Community Mental Health

1.9.2. Peer Support Agencies.

1.9.3. School districts.

1.9.4. Family resource centers.

1.9.5. Other Care Management entities contracted with DHHS.

1.10. The Contractor must comply with all provisions listed in this contract as well as all applicable Department policies and procedures, including the Fast Forward Program Manual as provided by the Department.

1.11. The Contractor must have a data system that meets the federal requirements of the Health Insurance Portability and Accountability Act (HIPAA) and has the ability to bill Medicaid.

2. Scope of Services

2.1. FAST Forward Program

2.1.1. The Contractor shall provide Care Management Entity services for children, youth, and young adults (ages five (5) to twenty-one (21)) with Severe Emotional Disturbances (SED) who meet eligibility criteria for, or are enrolled in, the FAST Forward program, and their families, statewide, in accordance with the Department's FAST Forward Program Policy and Practice Manual, as provided by the Department, and as it may be amended. Activities include, but are not limited to:

2.1.1.1. Family and youth peer support services.

2.1.1.2. Provision of customized goods and services.

2.1.1.3. Individual Service Options (ISO) in-home services.

2.1.1.4. Wraparound services provided through Wraparound Coordinators in accordance with the NH Wraparound Model and System of Care core values, which include:

2.1.1.4.1. Being Family Driven and Youth Driven.

2.1.1.4.2. Coordinating Community-Based Services.

2.1.1.4.3. Being Culturally and Linguistically Competent.

2.1.1.4.4. Providing Trauma-informed Care.

2.1.2. The Contractor must work collaboratively with any other Care Management Entity contracted with the Department in an effort to maintain continuity of care for children, youth and young adults as well as their families, in areas regarding:

2.1.2.1. Regional coverage of FAST Forward services.

2.1.2.2. Instances of the child, youth, or young adult and the family relocating to another covered region.

2.1.2.3. Instances of acute psychiatric hospitalization becoming a medical necessity for a child, youth, or young adult.

2.1.2.4. Instances of a system level collaboration being necessary due to a child, youth, or young adult experiencing high-risk needs.

2.1.3. The Contractor must provide Intensive In-Home services which may include Individual Services Options (ISO) in-home services, in accordance with New Hampshire Administrative Rule He-C 6339, which include, but are not limited to:

2.1.3.1. Crisis support.

2.1.3.2. Intensive behavioral supports

2.1.3.3. Planned and emergency respite.

2.1.4. The Contractor must administer evaluation tools in order to conduct assessments, as required by the Department, which include, but are not limited to:

2.1.4.1. The Youth Progress Rating Scale (YPS), also known as outcome rating scale (ORS), which is a quantitative youth and family self-report survey. The Contractor must ensure:

2.1.4.1.1. Responses are reviewed by the FAST Forward Coordinator.

2.1.4.1.2. A copy of the responses are maintained in the family's case record.

2.1.4.1.3. The original responses are forwarded to the FAST Forward Program Manager.

2.1.4.2. The Team Meeting Rating Scale (TMRS), which is a survey of the family and youth administered at the conclusion of each Wraparound Team Meeting. The Contractor must ensure:

2.1.4.2.1. Responses are reviewed by the FAST Forward Coordinator.

2.1.4.2.2. A copy of the responses are maintained in the family's case record.

2.1.4.2.3. The original responses are forwarded to the FAST Forward Program Manager.

2.1.4.3. The Children and Adolescent Needs and Strengths (CANS) tool, which must be completed and reviewed upon beginning services and at a minimum of every three (3) months to measure the child, youth, or young adult and family's needs and strengths. The Contractor must:

2.1.4.3.1. Complete the CANS assessment when it is not completed by the child, youth, or young adult's clinician.

2.1.4.3.2. Ensure a copy of the assessment is maintained in the family's case record.

2.1.4.3.3. Provide the original assessment to the FAST Forward Program Manager

2.1.5. The Contractor must ensure case documents are available to the Department in order that a Document Review Measure (DRM), which is a review of case fill content, can be completed by the FAST Forward Program Manager.

2.2. **Residential Treatment Oversight**

2.2.1. In an effort to provide a continuity of care for children, youth and young adults who require residential treatment in order to have successful and timely transitions, the Contractor shall provide residential treatment oversight when instructed by the Department.

2.2.2. The Contractor shall work collaboratively with DHHS and any other Care Management Entity contracted by the Department in an effort to maintain continuity of care for children, youth, and young adults who require residential treatment and to ensure statewide coverage, and in areas regarding:

2.2.2.1. Regional coverage of FAST Forward services.

2.2.2.2. Instances of child/youth/young adult and family relocations into another covered region.

2.2.2.3. Instances of child/youth/young adult meeting medical necessity for acute psychiatric hospitalization.

2.2.2.4. Instances of child/youth/young adult experiencing high-risk needs that require a system level collaboration.

2.2.3. The Contractor shall ensure the ability to provide residential treatment oversight within ninety (90) days of the contract effective date to:

2.2.3.1. Assist the child, youth, or young adult with minimizing the length of stay in the residential treatment facility.

2.2.3.2. Ensure successful transitions back to the community.

2.2.4. The Contractor shall accept referrals for residential treatment oversight services, through DHHS approval, from:

2.2.4.1. Hospitals.

2.2.4.2. Managed Care Organizations (MCO).

2.2.4.3. Other behavioral health providers.

2.2.5. The Contractor shall ensure residential treatment oversight services include, but are not limited to:

2.2.5.1. Discharge and transition planning is realistic and meets the needs of the child, youth, or young adult and their family.

2.2.5.2. Ensuring family and youth voice and choice is central during treatment.

2.2.5.3. Ensuring treatment plans are relevant to the issue that led to the individual needing residential treatment services.

2.2.5.4. Ensuring discharge plans are reflective of the appropriate level of care for the child, youth, or young adult; are realistic; and are achievable.

2.2.5.5. Attending all pertinent treatment team meetings at the residential treatment facility and advocating for the child, youth, or young adult and their family.

2.2.5.6. Providing coordination for any referrals for services that will be needed to support the transition of the child, youth, or young adult from a residential treatment back to the family home.

2.2.5.7. Referring the family to supportive services in their communities, which may include but are not limited to family peer support groups.

2.2.5.8. Assisting the family with applying for Medicaid coverage, as applicable and needed.

2.2.5.9. Providing documentation, if applicable, for the child, youth, or young adult who has court-involvement, in accordance with NH Revised Statutes Annotated (RSA) 169-B:19 or RSA 169-D:19.

2.2.5.10. If discharging a child, youth, or young adult to the home or community based placement, the treatment recommendations are attainable within the community and the home setting by the caregiver.

2.2.6. For any child/youth/young adult enrolled in the CME or FAST Forward through the Contractor, who has an open Division for Children, Youth, and Families (DCYF) case (Child Protective Services (CPS) or Juvenile Justice System (JJS)) and is involved in the court system, the Contractor shall:

2.2.6.1. Provide results of the Children and Adolescent Needs and Strengths (CANS) assessment and the Plan of Care (POC) to the court.

2.2.6.2. Provide any recommendation for treatment and supportive services that will benefit the child, youth or young adult to the court.

2.2.6.3. Provide progress reports to the court in accordance with court hearings for each child, youth and young adult.

2.2.7. The Contractor shall ensure all reports and plans of care submitted for court review are:

2.2.7.1. Submitted in accordance with RSA 169-B 5a, RSA 169-C 12-b and RSA 169-D4-a, with copies forwarded to the assigned Child Protective Service Worker and all other appropriate parties.

2.2.7.2. Clear, understandable and free of jargon.

2.2.8. The Contractor shall work with the Department and other stakeholders to:

2.2.8.1. Develop outcome measures for children, youth and young adults who utilize residential treatment.

2.2.8.2. Incorporate the outcome measures into the Contractor's evaluation plan of targeted residential treatment levels of care.

2.3. **Psychiatric Hospitalization Oversight**

2.3.1. The Contractor shall provide psychiatric hospitalization oversight for children, youth and young adults admitted to an acute psychiatric hospital who need assistance to successfully transition to a family home

or residential care in a timely manner, as defined by the family and by medical necessity.

2.3.2. The Contractor shall provide psychiatric hospitalization oversight services to ensure family and youth voice and choice are present during treatments and that treatments are relevant to the issue that led to the hospitalization. The Contractor shall:

2.3.2.1. Attend all treatment team meetings at the hospital in which the child or youth is receiving services.

2.3.2.2. Ensure discharge and transition planning is realistic and meets the needs of the family.

2.3.2.3. Ensuring treatment recommendations are attainable within the community and the home, if discharging to the home.

2.3.2.4. Ensure discharge plans reflect the appropriate level of care

2.3.2.5. Coordinate referrals for services and supports needed to support the individual's transitions

2.3.3. The Contractor must prioritize oversight for children, youth and young adults who:

2.3.3.1. Do not achieve the goal of timely discharge or transition based upon clinical necessity.

2.3.3.2. Have rapid or chronic re-admissions that do not go beyond clinical necessity but are frequent in nature.

2.3.4. The Contractor must work with the Department and hospital to assess instances where the child, youth or young adult may benefit from oversight, but may not meet the criteria as stated in Paragraph 2.3.3, which may include but are not limited to:

2.3.4.1. Involuntary versus voluntary hospitalization.

2.3.4.2. Multi-system involvement.

2.3.5. The Contractor shall ensure the ability to provide psychiatric hospitalization oversight no later than ninety (90) days from the contract effective date in order to:

2.3.5.1. Assist the child, youth, or young adult with minimizing the length of stay in the psychiatric hospital.

2.3.5.2. Ensure successful transitions to residential treatment facilities or back to the communities.

2.3.6. The Contractor shall accept referrals from the other Care Management Entity (CME) for psychiatric hospitalization oversight services, when the other CME has a conflict, or for instances when continuity of care will take priority.

2.3.7. The Contractor shall ensure that psychiatric oversight services include, but are not limited to:

2.3.7.1. Discharge and transition planning that is realistic and meets the need of the child, youth, or young adult and their family.

2.3.7.2. Ensuring the child, youth, or young adult and their family's voice and choice is present during treatment.

2.3.7.3. Ensuring treatment plans are relevant to the issue that led to the hospitalization.

2.3.7.4. Ensuring discharge plans reflect the appropriate level of care; are realistic; and are achievable.

2.3.7.5. Ensuring that the child, youth, or young adult is assessed for the need of residential treatment, when indicated.

2.3.7.6. Assisting the hospital with referrals to an assessor for residential treatment if necessary.

2.3.7.7. Ensuring treatment recommendations are attainable within the community and the home when discharging to the home.

2.3.7.8. Attending all treatment team meetings at the hospital and advocating for the child, youth or young adult and their family's needs.

2.3.7.9. Providing support and coordinating referrals for services and supports needed for transitioning the child, youth or young adult.

2.3.7.10. Connecting the family to supportive services in the community, which may include, but is not limited to family peer support groups.

2.3.7.11. Assisting the family with applying for Medicaid coverage, as applicable and needed.

2.4. Evaluation and Site Review

2.4.1. The Contractor shall develop an evaluation team that provides assistance with:

2.4.1.1. Obtaining data from any contracted care management entity.

2.4.1.2. Understanding and sharing evaluative data with the Department and any other care management entity of children, youth and young adults and their families who are served within the System of Care in order to enhance the ability to communicate outcomes to the Department and other System of Care stakeholders in alignment with RSA 135:F, System of Care for Children's Mental Health.

2.4.2. The Contractor shall ensure the evaluation team provides information that includes, but is not limited to:

2.4.2.1. Evaluative program outcomes and de-identified and aggregate client- level data from sources referenced by the Department.

2.4.2.2. Outcome and de-identified, aggregate client-level data for Department use, which may include but is not limited to:

2.4.2.2.1. Service Utilization Data.

2.4.2.2.2. Number of youth remaining in the community compared to the number of youth needing to access residential treatment.

2.4.2.2.3. Length of stay in residential treatment outcomes and reporting

2.4.3. The Contractor shall ensure that a leadership team with a minimum of three (3) members participates in the Department's annual site review process which includes, but is not limited to:

2.4.3.1. Reviewing program services for twenty percent (20%) of participants served annually for compliance with all items outlined in the agreement, which includes, but is not limited to:

2.4.3.1.1. Eligibility and re-eligibility assessments.

2.4.3.1.2. Plan of care.

2.4.3.1.3. Person Centered Planning practices.

2.4.3.1.4. Conflict of interest issues.

2.4.3.1.5. Setting requirements.

2.4.3.1.6. Provider qualifications.

2.4.3.2. Collaborating with the Department regarding areas requiring improvement as a result of the site review, which include, but are not be limited to, creating a plan that outlines the activities for improvement no more than thirty (30) days after the site review.

2.4.3.3. Collaborating with the Department to implement the plan for improvement in subparagraph 2.4.3.2 and reporting on all related activities until evidence of improvement is achieved.

2.4.3.4. Providing review of documentation and outcome data.

2.4.3.5. Conducting anonymous survey questionnaires for children, youth and young adults as well as their families.

2.4.3.6. Providing the results of the survey questionnaires to the Department.

2.4.3.7. Ensuring availability of interviews with entities that may include, but are not limited to:

2.4.3.7.1. Children, youth and young adults as well as their families.

2.4.3.7.2. Wraparound Coordinators.

2.4.3.7.3. Sub-contractors and stakeholders.

2.4.3.7.4. Program Director.

3. Reporting

3.1. The Contractor shall submit quarterly reports on program services provided, ensuring data is de-identified and in the aggregate, including but not limited to:

3.1.1. Census data.

3.1.2. Provisions of services or service utilization data.

3.1.3. Number of individuals admitted to residential treatment services.

3.1.4. Discharge numbers.

3.1.5. Discharge reasons.

3.1.6. Patient residential zip code.

3.1.7. Demographics of individuals served including, but not limited to:

3.1.8. Gender.

3.1.9. Age.

3.2. The Contractor shall ensure the Evaluation Team as outlined in Paragraph 2.3.1, submits quarterly reports and a virtual or in-person presentation outlining:

3.2.1. Evaluative program outcomes.

3.2.2. De-identified and aggregate client-level data from sources referenced from the Department.

3.2.3. Outcome and de-identified, aggregate client-level data for Department purposes, including but not limited to:

3.2.3.1. Service Utilization Data.

3.2.3.2. Acute Psychiatric Hospitalization reports.

3.2.3.3. Number of youth remaining in community comparatively to the number of youth needing to access residential treatment.

3.2.4. Gap analysis.

4. Performance Measures

4.1. The Contractor must ensure that the CANS assessment tool is used with psychiatric oversight and FAST Forward engagements with 95% of engaged children, youth and young adults as well as their families.

4.2. The Contractor must ensure that the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools are utilized with 80% of engaged children/youth/young adults and their families.

4.3. The Contractor must ensure that FAST Forward plans of care are completed with 100% of engaged children, youth and young adults as well as their families.

Exhibit B - Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General funds.
3. The Contractor agrees that provided services will be billed to Medicaid following the codes and fee schedule set forth by the Department.
   3.1. The Contractor shall seek reimburement for services as follows:
   3.2. First, bill the clients other insurance or payor sources.
   3.3. Secondly, For Medicaid enrolled individuals:
      3.3.1. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule for the following services, with prior authorization from the Department:
         3.3.1.1. Community-based wrap-around services.
         3.3.1.2. Family peer support, self-help/peer services
         3.3.1.3. Youth peer support, self-help, peer services.
         3.3.1.4. Mental health services not otherwise specified.
         3.3.1.5. Respite care-In the home.
         3.3.1.6. Respite care, not in the home, foster care, child, non-theraoeutic.
         3.3.1.7. Respite care, not in the home, foster care, therapeutic, child,
         3.3.1.8. Respite care, not in the home, group home, child, per diem.
      3.3.2. The Department will approve the use of the necessary ISO code(s) for Medicaid billing.
   3.4. Lastly, the Contractor shall bill this Agreement, for services provided to individuals that are not billable to other insurance or payors, or Medicaid as follows:
      3.4.1. The Contractor shall submit a request for payment to the Department in accordance with Exhibit B-5 Amendment #2 and with this Exhibit B Amendment #2.
      3.4.2. The Contractor shall submit a request for payment to the Department for actual expenditures incurred in the fulfillment of this Agreement in accordance with the approved line items as specified in the Exhibits B-3 Amendment #2(SFY 2020), and Exhibit B-4 Amendment #2 (SFY 2021), shall be on a cost reimbursement basis.
      3.4.3. Reimbursement for costs billed to the Department shall be made monthly.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the ten (10th) day of the following month, which identifies and requests reimbursement for

authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement.

4.1. Backup documentation shall include, but is not limited to:

4.1.1. General Ledger showing revenue and expenses for the contract.

4.2. The following backup documentation may also be requested as needed:

4.2.1. Invoices supporting expenses reported.

4.2.2. Cost center reports

4.2.3. Profit and loss report

4.2.4. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

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 shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

4.5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

5. Failure to meet the scope of services may jeopardize Contractor's current and/or future funding.

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301

7. Payments may be withheld pending receipt of required reports, documentation, or budgets as identified in Exhibit A, Scope of Services and in this Exhibit B – Amendment #2.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

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

Line Item	Total Program Cost Direct Incremental	Total Program Cost Indirect Fixed	Total Program Cost Total	Contractor Share / Match Direct Incremental	Contractor Share / Match Indirect Fixed	Contractor Share / Match Total	Funded by DHHS contract share Direct Incremental	Funded by DHHS contract share Indirect Fixed	Funded by DHHS contract share Total
1. Total Salary/Wages	$ 1,037,106.78	$ 103,710.68	$ 1,140,817.46	$ 1,032,106.78	$ 103,710.68	$ 1,135,817.46	$ 5,000.00	$ -	$ 5,000.00
2. Employee Benefits	$ 280,018.61	$ 28,001.86	$ 308,020.47	$ 280,018.61	$ 28,001.86	$ 308,020.47		$ -	$ -
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ 7,898.00	$ 789.80	$ 8,687.80	$ 7,898.00	$ 789.80	$ 8,687.80		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 2,072.00	$ 207.20	$ 2,280.00	$ 2,072.00	$ 207.20	$ 2,280.00		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ 12,436.00	$ 1,243.60	$ 13,679.60	$ 12,436.00	$ 1,243.60	$ 13,679.60		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 11,502.13	$ 1,150.21	$ 12,652.34	$ 11,502.13	$ 1,150.21	$ 12,652.34		$ -	$ -
6. Travel	$ 105,810.45	$ 10,583.55	$ 116,394.00	$ 91,825.45	$ 9,193.55	$ 101,119.00	$ 13,985.00	$ 1,390.00	$ 15,375.00
7. Occupancy	$ 44,773.20	$ 4,481.32	$ 49,254.52	$ 28,453.20	$ 2,846.32	$ 31,299.52	$ 16,320.00	$ 1,635.00	$ 17,955.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 21,608.38	$ 2,160.62	$ 23,769.00	$ 21,608.38	$ 2,160.62	$ 23,769.00		$ -	$ -
Postage	$ 518.18	$ 51.82	$ 570.00	$ 518.18	$ 51.82	$ 570.00		$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 11,126.45	$ 1,112.65	$ 12,239.10	$ 11,126.45	$ 1,112.65	$ 12,239.10		$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ 2,642.73	$ 264.27	$ 2,907.00	$ 2,642.73	$ 264.27	$ 2,907.00		$ -	$ -
10. Marketing/Communications	$ 2,590.91	$ 259.09	$ 2,850.00	$ 2,590.91	$ 259.09	$ 2,850.00		$ -	$ -
11. Staff Education and Training	$ 373,822.00	$ 37,365.70	$ 410,987.70	$ 306,307.00	$ 30,610.70	$ 336,717.70	$ 67,515.00	$ 6,755.00	$ 74,270.00
12. Subcontracts/Agreements	$ 3,441,986.82	$ 344,198.66	$ 3,786,185.28	$ 2,999,486.82	$ 344,198.66	$ 3,343,685.28	$ 442,500.00	$ -	$ 442,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ 116,072.73	$ 11,607.27	$ 127,680.00	$ 116,072.73	$ 11,607.27	$ 127,680.00		$ -	$ -
FAST FORWARD - Non Medicaid (See Exhibit B-5, Amendment #2)	$ 130,000.00	$ -	$ 130,000.00	$ -	$ -	$ -	$ 130,000.00	$ -	$ 130,000.00
Residential & Psychiatric Hospital Oversight (See Exhibit B-5, Amendment #2)	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00
TOTAL	$ 5,701,788.77	$ 647,188.58	$ 6,348,974.36	$ 4,926,468.77	$ 637,408.58	$ 5,563,874.36	$ 775,320.00	$ 9,780.00	$ 785,100.00

Indirect As A Percent of Direct: 11.4%

Contractor Initials: KC
Date: 5-7-20

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

Budget Period: SFY 2021 (7/1/2020-6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 1,560,291.00	$ 156,029.10	$ 1,716,320.10	$ 1,555,291.00	$ 156,029.10	$ 1,711,320.10	$ 5,000.00	$ -	$ 5,000.00
2. Employee Benefits	$ 421,278.00	$ 42,127.80	$ 463,405.80	$ 421,278.00	$ 42,127.80	$ 463,405.80	-	$ -	$ -
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ 12,000.00	$ 1,200.00	$ 13,200.00		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 2,500.00	$ 250.00	$ 2,750.00	$ 2,500.00	$ 250.00	$ 2,750.00		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ 8,500.00	$ 850.00	$ 9,350.00	$ 8,500.00	$ 850.00	$ 9,350.00		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 15,500.00	$ 1,550.00	$ 17,050.00	$ 15,500.00	$ 1,550.00	$ 17,050.00		$ -	$ -
6. Travel	$ 164,750.00	$ 16,474.00	$ 181,224.00	$ 144,380.00	$ 14,439.00	$ 158,819.00	$ 20,370.00	$ 2,035.00	$ 22,405.00
7. Occupancy	$ 40,813.20	$ 4,081.32	$ 44,894.52	$ 24,453.20	$ 2,446.32	$ 26,899.52	$ 16,360.00	$ 1,635.00	$ 17,995.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 25,000.00	$ 2,500.00	$ 27,500.00	$ 25,000.00	$ 2,500.00	$ 27,500.00		$ -	$ -
Postage	$ 300.00	$ 30.00	$ 330.00	$ 300.00	$ 30.00	$ 330.00		$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 12,735.00	$ 1,273.50	$ 14,008.50	$ 12,735.00	$ 1,273.50	$ 14,008.50		$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ 2,642.73	$ 264.27	$ 2,907.00	$ 2,642.73	$ 264.27	$ 2,907.00		$ -	$ -
10. Marketing/Communications	$ 6,000.00	$ 600.00	$ 6,600.00	$ 6,000.00	$ 600.00	$ 6,600.00		$ -	$ -
11. Staff Education and Training	$ 465,820.00	$ 46,580.00	$ 512,400.00	$ 248,000.00	$ 24,800.00	$ 272,800.00	$ 217,820.00	$ 21,780.00	$ 239,600.00
12. Subcontracts/Agreements	$ 3,652,348.62	$ 365,234.86	$ 4,017,583.48	$ 3,152,348.62	$ 365,234.86	$ 3,517,583.48	$ 500,000.00	$ -	$ 500,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Flex funds, other client expense	$ 118,500.00	$ 11,850.00	$ 130,350.00	$ 118,500.00	$ 11,850.00	$ 130,350.00		$ -	$ -
FAST FORWARD - Non Medicaid (See Exhibit B-5, Amendment #2)	$ 230,000.00	$ -	$ 230,000.00	$ -	$ -	$ -	$ 230,000.00	$ -	$ 230,000.00
Residential & Psychiatric Hospital Oversight (See Exhibit B-5, Amendment #2)	$ 135,000.00	$ -	$ 135,000.00	$ -	$ -	$ -	$ 135,000.00	$ -	$ 135,000.00
TOTAL	$ 6,873,878.86	$ 648,894.86	$ 7,630,873.41	$ 5,749,428.86	$ 623,444.86	$ 6,374,473.41	$ 1,124,550.00	$ 25,450.00	$ 1,150,000.00

Indirect As A Percent of Direct: 9.5%

Contractor Initials:
Date: 5-7-20

Exhibit B-5 Amendment #2

#	Requirement	Description	Fund Source	Rate/Contract amounts
Fast Forward Services				
1	Medicaid Benefit enrolled	HCBS Benefit with SA	Medicaid	Current Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6)
2	Non Medicaid Benefit enrolled kids	Medicaid billing under ISO auth. (H0041)	Medicaid	$70.00/day
3	All Medicaid covered children	Intensive in home supports- using ISO authorization (H0041)	Medicaid	$60/day
Bill to Contract				
4	Uninsured or under insured youth who meet Fast Forward eligibility	Non Medicaid billable	State General Fund dollars	Follows Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6.)
5	Non-Medicaid youth until enrolled in Medicaid	Billing for all services within FAST Forward array using youth invoice	State General Fund dollars	Follows both Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6) and a payment of the $60.00 per day for intensive in-home services (if applicable).
6	Non Medicaid billable Customizable Goods and Services	Allowable Customizable Goods and Services	State General Fund dollars	Billed to contract per the Fast Forward Program Manual guidelines for allowable uses. Use youth invoice.
Psychiatric Hospital Oversight				
7	Care Coordination with NH Wraparound	Up to 5 days per hospitalization billable	State General Fund dollars	$70.00/day, up to a maximum of five (5) days.

Cell 1-6:
Link to Current Children's Mental Health HCBC Medicaid Rate Schedule:
https://nhmmis.nh.gov/portals/wps/wcm/connect/563ed7804c87b06d8d46ffacbe5ab710/2020+Childrens+Mental+Health+HCBS+Medicaid+Rate+Schedule.pdf?MOD=AJPERES

SFY 2020 Funds	SFY 2021 Funds			
$230,000 inclusive of the Amount of Funding in Exhibit B-3 Amendment #2, SFY 2020 Budget	$365,000 inclusive of the Amount of Funding in Exhibit B-4 Amendment #2, SFY 2021 Budget			

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

August 15, 2018

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

Source of Funds: 100% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #398), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $937,160.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   E. Maria Reinemann, Esq., Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9330.

5. Delete Exhibit A, Scope of Services, in its entirety, and replace with Exhibit A - Amendment #1.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Exhibit B- Amendment #1.
7. Delete Exhibit B-2, SFY2019 budget, in its entirety; and replace with Exhibit B-2 – Amendment #1, SFY 2019 budget.
8. Add Exhibit B-3, SFY2020 budget.
9. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/14/18
Date

Name: Katja S Fox
Title: Director

NFI North, Inc.

8/14/18
Date

Name: Karen E. Cusano
Title: Assistant Executive Director

Acknowledgement of Contractor's signature:

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

Signature of Notary Public or Justice of the Peace

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

My Commission Expires: June 6, 2023

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

OFFICE OF THE ATTORNEY GENERAL

8/28/18
Date

Name:
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall ensure that all services provided to children, youth, and families are in accordance with the core values of family and youth driven, culturally and linguistically competent, and community based.

1.2. The Contractor shall submit a detailed description of the language assistance/ communication access services they will provide to persons with limited English proficiency or who have communication disabilities to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. The Contractor agrees that provided services will be billed to Medicaid following the codes and fee schedule set forth by the Department.

2. Scope of Services

2.1. The Contractor shall work collaboratively with the children, youth, and families enrolled in the FAST Forward program, as well as service providers, in the process of assessing each family member's capabilities and challenge areas in order to develop supports and interventions that are effective, individualized and acknowledge the strengths of the family.

2.2. The Contractor shall provide Wraparound Coordination which includes, but is not limited to:

2.2.1. Maintaining the necessary number of Wraparound Coordinators to ensure that there is no program waitlist and caseload standards described in 2.2.3 and 2.2.4 are met.

2.2.2. Expanding the Wraparound Coordination staff as needed, which is contingent on prior approval from the Department.

2.2.3. Maintaining a maximum caseload per Wraparound Coordinator of seven (7) to eight (8) children/youth and their families.

2.2.4. Maintaining a maximum caseload per certified Wraparound Coordinator of (8) to ten (10) children/youth and their families.

2.2.5. Maintaining a Licensed Clinician, trained in System of Care principles, which will provide clinical consultation and add a resource for therapy as needed during transitions to local community mental

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

2.2.6. Following the practices outlined in the NH Wraparound Model curriculum.

2.2.7. Developing a community-based Plan of Care using the individualized wraparound process and providing support in meeting the needs and objectives of the Plan.

2.2.8. Coordinating and monitoring services between community agencies to ensure needs are being effectively and appropriately met, as outlined in the child/youth's Plan of Care.

2.2.9. Assisting the child/youth and their family in identifying natural supports and community-based opportunities and activities that nurture strengths, skills, and resilience including, but not limited to:

2.2.9.1. Sports.

2.2.9.2. Arts.

2.2.9.3. Clubs.

2.2.9.4. Volunteering.

2.2.10. Providing the child/youth and their family with educational information and materials, as needed.

2.2.11. Establishing a trusting relationship with the child/youth and their family.

2.2.12. Accepting and encouraging the racial, ethnic, linguistic, religious, national, international, and political diversity of individuals while promoting understanding and respect for the culture, heritage, history, beliefs and values of all children, youth, families, and staff, regardless of age, sex, sexual orientation, gender identity, or gender expression.

2.2.13. Scheduling, coordinating, and facilitating Family Team Wraparound Meetings monthly that will consist of members identified in collaboration with the child/youth and their family, in order to coordinate services to meet the needs of the family.

2.2.14. Developing cooperative working relationships with all members of the Provider Network serving the child/youth and their family, while ensuring that services from providers are conducted as outlined in the Plan of Care.

2.2.15. Establishing and maintaining communication with the child or youth's school program.

2.2.16. Entering appropriate, case-specific information into the data system which entails having an appropriate data system that meets the Federal Requirements of HIPAA and the ability to bill Medicaid.

2.2.17. Assisting families with the development of a safety or crisis plan.

2.3. The Contractor shall provide additional supports to the child/youth and their family including, but not limited to:

2.3.1. Local transportation.

2.3.2. Family treatment.

2.3.3. Twenty-four (24-hour) crisis interventions.

2.3.4. Individual counseling.

2.3.5. Medical coordination.

2.4. The Contractor shall collaborate with agencies statewide to provide Wraparound Coordination Services including, but not limited to:

2.4.1. University of New Hampshire (UNH) - Institute on Disability.

2.4.2. National Alliance for the Mentally Ill – New Hampshire (NAMI-NH).

2.4.3. Behavioral Health Innovation, Antioch.

2.4.4. Bureau of Children's Behavioral Health.

2.4.5. Peer support agencies.

2.4.6. Community Mental Health Centers

2.5. The Contractor shall provide Individual Service Options (ISO) Intensive In-Home services in accordance with He-C 6339; which include, but are not limited to:

2.5.1. Crisis support.

2.5.2. Intensive behavioral supports.

2.5.3. Planned and emergency respite.

2.6. The Contractor shall provide Youth Peer Support to all youth who are served within the System of Care in order to enhance their ability to set goals for quality of life and transition to adulthood, achieve greater independence in advocating for themselves, and manage their own wellness goals, while increasing resilience. Youth Peer Support services include, but are not limited to:

2.6.1. Strategic sharing of lived experience to decrease peer isolation.

2.6.2. Encouraging youth to share their own experiences in order to self-advocate and drive their own goals and planning.

2.6.3. Supporting youth to identify triggers and barriers and to develop their own wellness plans.

2.6.4. Supporting youth to make informed decisions over all the domains of their life.

2.6.5. Assisting youth with participating in crisis prevention planning activities and to understand their own crisis plans.

2.6.6. Supporting youth in understanding and taking pride in one's own diversity, as well as encouraging understanding, respect, sensitivity, and acceptance of the diversity of others.

2.6.7. Supporting youth in forming or maintaining community connections and informing youth of opportunities for leadership trainings or systems level engagement including, but not limited to:

2.6.7.1. Wellness groups.

2.6.7.2. Advisory groups.

2.6.7.3. Focus groups.

2.6.7.4. Regional planning activities.

2.6.8. Supporting youth in navigating and understanding public and community resources, and how to access them.

2.6.9. Offering services through Youth MOVE NH.

2.6.10. Partnering with entities to help educate youth and their families on community resources including, but not limited to:

2.6.10.1. Schools.

2.6.10.2. 211.

2.6.10.3. Parent Information Centers (PIC).

2.6.10.4. Local parks and rec.

2.6.10.5. Department of Health and Human Services.

2.6.10.6. NH EASY.

2.6.10.7. Public health offices.

2.6.10.8. Clinics.

2.6.10.9. Churches.

2.6.10.10. YMCA.

2.6.10.11. Local AA and NA chapters.

2.7. The Contractor shall provide Family Peer Support services which shall include, but not be limited to:

2.7.1. Maintaining the necessary number of Family Peer Support Partners (FPSP) to provide one-to-one family support that is sufficient to

ensure that there is no program waitlist and caseload standards are met.

2.7.2. Maintaining a minimum number of FPSP to provide one-to-one family support and ensure that there is no program waitlist and caseload standards are met as described in 2.7.6.

2.7.3. Maintaining one (1) Director of Child and Family Support who shall supervise and train the FPSP.

2.7.4. Expanding the community network of family leaders by:

2.7.4.1. Identifying potential family leadership candidates.

2.7.4.2. Ensuring candidates complete a NAMI-NH leadership program of their choice.

2.7.5. Expanding statewide opportunities for family leadership involvement related to mental health, which shall include, but are not limited to:

2.7.5.1. Governance structures, by participating in meetings and providing a family perspective.

2.7.5.2. Public Policy boards.

2.7.5.3. Advocacy boards and task forces.

2.7.5.4. Delivering family education programs.

2.7.5.5. Supporting group facilitation.

2.7.6. Ensuring each FPSP is available to provide one-to-one support to a minimum of ten (10) families at any given time, with priority given to families enrolled in the FAST Forward Program. One-to-one support may include, but is not limited to:

2.7.6.1. Advocacy assistance.

2.7.6.2. Family Peer support.

2.7.6.3. Education.

2.7.6.4. Community referral.

2.7.7. Delivering services in Section 2.7.6, above and in accordance with family's needs and desire for support in a variety of methods, which may include, but are not limited to:

2.7.7.1. Phone contact.

2.7.7.2. Email contact.

2.7.7.3. Face-to-face contact, the location of which may include, but is not limited to:

2.7.7.4. Family's home.

2.7.7.5. School.

2.7.7.6. Wraparound Team meeting.

2.7.7.7. Other community location.

2.7.8. Ensuring a minimum of two (2) Parents Meeting the Challenge (PMC) Family Education Programs are delivered which shall include, but not be limited to:

2.7.8.1. Program is available to a minimum of six (6) participants.

2.7.8.2. Program consists of eight (8) sessions.

2.7.8.3. Each session is scheduled for a minimum of three (3) hours.

2.7.8.4. Onsite childcare is available to all participants.

2.7.8.5. All participants sign in prior to the beginning of the program.

2.7.8.6. All participants are provided with a satisfaction survey.

2.7.9. Ensuring all individuals receiving services funded through this contract are provided with a satisfaction survey for completion.

2.7.10. Evaluating the One-to-One Support Program and the PMC Family Education Program based on the satisfaction surveys completed in accordance with Section 2.7.9.

2.7.11. Providing a narrative summary of the One-to-One Support Program and the PMC evaluations in accordance with Section 2.7.10, above.

2.7.12. Providing utilization reports in order to analyze program effectiveness.

2.7.13. Providing monthly reports to the Department that include, but are not limited to:

2.7.13.1. Contract activities completed during the previous month, including the number of families served and support/services provided.

2.7.13.2. Barriers to providing services.

2.7.13.3. Action plan to address identified barriers.

2.7.14. Ensuring monthly reports contain information for each family served that includes, but is not limited to:

2.7.14.1. Family Name.

2.7.14.2. Amount of travel for each FPSP, to assess for capacity and costs for sustainability.

2.7.14.3. Number of hours the FPSP provided as support to each family for each invoice date range.

2.7.14.4. Type of support provided including, but not limited to:

2.7.14.4.1. Advocacy assistance

2.7.14.4.2. Family Peer support

2.7.14.4.3. Education Community referral

2.7.14.5. Method used to provide support which may include, but is not limited to:

2.7.14.5.1. Phone contact.

2.7.14.5.2. Email contact.

2.7.14.5.3. Face-to-face contact and location of encounter, which may include but is not limited to:

2.7.14.5.3.1. Family's Home.

2.7.14.5.3.2. School.

2.7.14.5.3.3. Wraparound Team Meeting.

2.7.14.5.3.4. Other Meeting Locations.

2.7.15. Ensuring adequate staffing to meet the needs of children and youth enrolled or eligible for program are available to provide the One-to-One Support Program as indicated in Section 2.7.1.

2.7.16. Ensuring a minimum of two (2) PMC Education Programs are delivered, in accordance with Section 2.7.8, with at least one per State Fiscal Year which includes providing attendance sheets from each of the PMCs to the Department no later than five (5) business days from the date of the PMC.

2.7.17. Identifying potential family leadership candidates, as indicated in Section 2.7.4., within sixty (60) days of Governor and Executive Council approval of the Amendment #1 to this agreement.

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

2.8. The Contractor shall make a determination of the appropriate stipends for customizable goods and services on a one-time versus on-going basis that are intended to support a family member with meeting identified underlying needs, and shall distribute the goods and services. Customizable goods and services may include, but are not limited to:

2.8.1. A tank of home heating oil in the winter.

2.8.2. Prosocial therapeutic activities, including but not limited to, wellness classes and required equipment.

2.8.3. Gas cards for a family to go to a treatment center with their child/youth.

2.9. The Contractor shall train and coach Wraparound Coordinators by methods including, but not limited to:

2.9.1. Obtaining services from the Institute on Disability at the University of New Hampshire (IOD) to provide coaching and training for the FAST Forward program staff.

2.9.2. Ensuring that Wraparound Coordinators and supporting staff complete trainings which include, but are not limited to:

2.9.2.1. Wraparound Coordinators and program manager shall attend all three (3) days of NH Wraparound Model Facilitator training.

2.9.2.2. Wraparound Coordinators, Program Director and other designated agency staff shall complete the Cultural and Linguistic Competency training (from NH Office of Minority or Refugee Affairs).

2.9.2.3. Wraparound Coordinators should attend monthly wraparound supervision group.

2.9.2.4. Wraparound Coordinators shall work with two (2) families for at least three (3) months and passed fidelity of implementation check administered by his or her coach.

2.9.2.5. The Wraparound Coordinator shall apply on the IOD website and be approved as a certified Wraparound Coordinator.

2.9.3. Coaching on a schedule including, but not limited to:

2.9.3.1. Weekly for the first six (6) months of employment.

2.9.3.2. Bi-weekly from month six (6) to month (12).

2.9.3.3. Monthly after one year of service.

2.10. The Contractor shall ensure that Wraparound Coordinators have the knowledge and skills required to effectively work with families, including considerable knowledge and skill in the domain of cultural and linguistic competence, as detailed in the NH Children's Behavioral Health Core Competencies, available at:

http://iod.unh.edu/sites/default/files/media/NHChildrensBehav/nh_bhcompetencies_final.pdf

2.11. The Contractor shall encourage the diversity that children, youth, and their families may bring to their FAST Forward encounters by collaborating with the DHHS Behavioral Health Cultural and Linguistic Competence (CLC) Coordinator for technical assistance which includes, but is not limited to:

2.11.1. Conducting a CLC organizational assessment.

2.11.2. Developing a plan to increase access to and quality of appropriate behavioral health services for all potential populations.

2.11.3. Participating in the Behavioral Health Equity Work Group, a peer learning network of children's behavioral health and child serving organizations.

2.12. The Contractor shall administer evaluation tools in accordance with the FAST Forward Program Manual which include, but are not limited to:

2.12.1. The Youth Progress Rating Scale (YPS), also known as outcome rating scale (ORS), which is a quantitative youth and family self-report survey. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.

2.12.2. The Team Meeting Rating Scale (TMRS) which is a quick survey of the family and youth at each Wraparound Team Meeting. It is administered at the end of each Wraparound Team Meeting. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.

2.12.3. The Document Review Measure (DRM), which is a review of case file content, is completed by the FAST Forward Program Manager. The Vendor must allow the FAST Forward Program Manager access to case documents for this review to be completed.

2.12.4. The Contractor shall submit quarterly report to the Department to include census data, provisions or services or service utilization data, discharge numbers and discharge reasons.

2.12.5. The Children and Adolescent Needs and Strengths (CANS) tool which is an initial assessment to determine a child/youth's eligibility for the FAST Forward Program and an on-going review measure, to be completed at a minimum of every six (6) months, to measure for progress with the child/youth and family's needs and strengths.

2.12.5.1. The Contractor will be responsible for completing this assessment, unless completed by child/youth's clinician.

2.12.5.2. The assessment will be kept in the family's case record and the FAST Forward Program Manager may request the information in order to do a Quality Assurance.

2.13. The Contractor shall develop an evaluation team, which provides assistance in obtaining, understanding, and sharing evaluative data of youth and families that are served within the System of Care in order to enhance the ability to communicate outcomes to the Department and other System of

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

2.13.1. Evaluative program outcomes and de-identified and aggregate client-level data from sources referenced from the Department.

2.13.2. Outcome and de-identified, aggregate client-level data for Department purposes, including but not limited to:

2.13.2.1. Service Utilization Data

2.13.2.2. Acute Psychiatric Hospitalization reports

2.14. The Contractor shall ensure that a leadership team of up to three (3) members participates in an annual site review process which includes, but is not limited to:

2.14.1. Review of program services for twenty percent (20%) of participants served annually to review for compliance with all items outlined in the contract which will include, but not be limited to:

2.14.1.1. Eligibility and re-eligibility assessments.

2.14.1.2. Plan of care.

2.14.1.3. Person Centered Planning practices.

2.14.1.4. Conflict of interest issues.

2.14.1.5. Setting requirements.

2.14.1.6. Provider qualifications.

2.14.2. Collaborating with the Department regarding areas requiring improvement as a result of the site review which will include, but not be limited to creating a plan that outlines the activities for improvement no more than thirty (30) days after the site review.

2.14.3. Collaborating with the Department on implementing the stated plan from Subsection 2.14.2 for improvement and reporting on all related activities until evidence of improvement is achieved.

2.14.4. Providing documentation and outcome data review.

2.14.5. Providing anonymous survey questionnaires for children/youth and their families.

2.14.6. Providing interviews which include, but are not limited to:

2.14.6.1. Children/Youth and their families

2.14.6.2. Wraparound Coordinators.

2.14.6.3. Sub-contractors and stakeholders.

2.14.6.4. Program Director.

3. Staffing

3.1. The Contractor shall maintain of the necessary number of Wraparound Coordinators to ensure that there is no program waitlist and caseload standards described in Subsection 2.2.3. and 2.2.4 are met.

3.2. The Contractor shall employ one (1) Program Director.

3.3. The Contractor shall employ one (1) Licensed Clinician.

3.4. The Contractor shall maintain the necessary number of Family Peer Support Partners (FPSP) to provide one-to-one family support that is sufficient to ensure that there is no program waitlist and caseload standards are met.

3.5. The Contractor shall maintain a minimum number of FPSP to provide one-to-one family support and ensure that there is no program waitlist and caseload standards are met as described in 2.7.6.

3.6. The Contractor shall maintain one (1) Director of Child and Family Support who shall supervise and train the FPSP.

3.7. The Contractor shall maintain an ISO program staff that is consistent with He-C 6339 standards.

3.8. The Contractor shall maintain per diem direct support staff as needed.

4. Definitions

4.1. **Children** – Children ages five (5) through ten (10).

4.2. **FAST Forward (Families and Systems Together)** – A program designed to provide support to children, youth, and their families by using a high fidelity Wraparound approach, and adhering to a System of Care model.

4.3. **He-C 6339** – He-C 6339 identifies qualification and performance requirements to become a provider of community based in-home services for the Division of Children, Youth and Families (DCYF) and service provision for the FAST Forward program. The proposed rule includes: five (5) different providers of services: child health support services, home based therapeutic services, therapeutic day treatment, adolescent community therapeutic services, and in-home individual service options (ISO). The rule applies to the community-based in-home service providers who receive Medicaid or financial reimbursement from the Department for services provided to children and families.

4.4. **Individual Service Options (ISO) Intensive In-Home Services** – ISO (Individual Service Options) in-home services usually last up to six (6) months, though this can be extended with agreement from the treatment team. This service can be used to help strengthen families and prevent removal of children from the home, or can be used to assist in the reunification process. Services delivered to the home include individual/family counseling and support, 24/7 on call emergency support,

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

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

5. Deliverables

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

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

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

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

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

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

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made as follows:
   2.1. The Contractor will submit an invoice by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
   2.2. The invoice must be submitted to:

   Financial Manager
   Department of Health and Human Services
   Division for Behavioral Health
   105 Pleasant Street
   Concord, NH 03301
3. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
6. Funds anticipated to be available from the Department of Health and Human Services (Department) are:
   6.1. $37,000 per State Fiscal Year 2019 and 2020 for the Contractor to provide administrative services, for a total two-year value of $74,000.
   6.2. $280,000 per State Fiscal Year 2019 and 2020 for the Contractor to subcontract for Family Peer Support Services, for a total two-year value of $560,000.
   6.3. $75,000 per State Fiscal Year 2019 and 2020 for the Contractor to subcontract for Training and Coaching Services for a total two-year value of $150,000.

6.4. $28,000 per State Fiscal Year 2019 and 2020 for the Contractor to subcontract for Evaluation Services, for a total two-year value of $56,000.

7. The Department will prior authorize services as listed below, and then the Vendor will be able to bill Medicaid. The Department will approve the use of the necessary ISO code for billing. The Medicaid billing rates may include, but are not limited to:

7.1. $70.27 per day for Community-Based Wraparound Services

7.2. $60.00 per day for the full array of ISO Level services.

7.3. $19.93 per 15 Minutes for Family Peer Support Services

7.4. $10.27 per 15 Minutes for Youth Peer Support Services

7.5. $1,000 per year/limit for Mental Health Service Not Otherwise Specified

7.6. $4.25 per 15 Minutes for Respite Care in the Home

7.7. $18.00 per day for Respite Care, Not in the Home, Foster Care, Not Therapeutic, Child ages 6 - 11

7.8. $21.41 per day for Respite Care, Not in the Home, Foster Care, Not Therapeutic, Child ages 12+

7.9. $70.00 per day for Respite Care, Not in the Home, Foster Care, Therapeutic, Child

7.10. $110.00 per day for Respite Care, Not in the Home, Group Home, Child

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 899,775.58	$ 89,977.56	$ 989,753.14	$ 894,775.58	$ 89,977.56	$ 984,753.14	$ 5,000.00	$ -	$ 5,000.00
2. Employee Benefits	$ 242,939.40	$ 24,293.94	$ 267,233.34	$242,939.40	$ 24,293.94	$ 267,233.34	-	$ -	$ -
3. Consultants	$ -	$ -	$ -	-	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ 7,897.09	$ 789.71	$ 8,686.80	$7,897.09	$ 789.71	$ 8,686.80		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 2,072.73	$ 207.27	$ 2,280.00	$2,072.73	$ 207.27	$ 2,280.00		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ 12,436.36	$ 1,243.64	$ 13,680.00	$12,436.36	$ 1,243.64	$ 13,680.00		$ -	$ -
Lab	$ -	$ -	$ -	-	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	-	$ -	$ -		$ -	$ -
Office	$ 12,538.96	$ 1,253.90	$ 13,792.86	$12,538.96	$ 1,253.90	$ 13,792.86		$ -	$ -
6. Travel	$ 105,809.54	$ 10,584.45	$ 116,393.99	$91,924.54	$ 9,193.45	$ 101,117.99	$13,885.00	$ 1,391.00	$ 15,276.00
7. Occupancy	$ 43,333.52	$ 4,336.35	$ 47,669.87	$27,013.52	$ 2,702.35	$ 29,715.87	$16,320.00	$ 1,634.00	$ 17,954.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 21,919.09	$ 2,191.91	$ 24,111.00	$21,919.09	$ 2,191.91	$ 24,111.00		$ -	$ -
Postage	$ 518.18	$ 51.82	$ 570.00	$518.18	$ 51.82	$ 570.00		$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 10,114.91	$ 1,011.49	$ 11,126.40	$10,114.91	$ 1,011.49	$ 11,126.40		$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ 2,642.73	$ 264.27	$ 2,907.00	$2,642.73	$ 264.27	$ 2,907.00		$ -	$ -
10. Marketing/Communications	$ 2,590.91	$ 259.09	$ 2,850.00	$2,590.91	$ 259.09	$ 2,850.00		$ -	$ -
11. Staff Education and Training	$ 249,427.91	$ 24,946.29	$ 274,374.20	$181,912.91	$ 18,191.29	$ 200,104.20	$67,515.00	$ 6,755.00	$ 74,270.00
12. Subcontracts/Agreements	$ 2,949,938.86	$294,993.89	$ 3,244,932.75	$ 2,642,438.66	$294,993.89	$ 2,937,432.75	$307,500.00		$ 307,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	-	$ -	$ -		$ -	$ -
Client expenses	$ 105,709.09	$ 10,570.91	$ 116,280.00	$105,709.09	$ 10,570.91	$ 116,280.00		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 4,669,664.88	$466,976.49	$ 5,136,641.35	$ 4,259,444.86	$457,196.49	$ 4,716,641.35	$410,220.00	$ 9,780.00	$ 420,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials: KSC

Date: 8/14/18

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

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

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 1,037,105.78	$ 103,710.68	$ 1,140,817.46	$ 1,032,105.78	$ 103,710.68	$ 1,135,817.46	$ 5,000.00	$ -	$ 5,000.00
2. Employee Benefits	$ 280,018.61	$ 28,001.86	$ 308,020.47	$ 280,018.61	$ 28,001.86	$ 308,020.47		$ -	$ -
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ 7,898.00	$ 789.80	$ 8,687.80	$ 7,898.00	$ 789.80	$ 8,687.80		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 2,072.80	$ 207.28	$ 2,280.08	$ 2,072.80	$ 207.28	$ 2,280.08		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ 12,436.00	$ 1,243.60	$ 13,679.60	$ 12,436.00	$ 1,243.60	$ 13,679.60		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 11,502.13	$ 1,150.21	$ 12,652.34	$ 11,502.13	$ 1,150.21	$ 12,652.34		$ -	$ -
6. Travel	$ 105,810.45	$ 10,580.55	$ 116,384.00	$ 91,925.45	$ 9,193.55	$ 101,119.00	$ 13,885.00	$ 1,390.00	$ 15,275.00
7. Occupancy	$ 44,773.20	$ 4,481.32	$ 49,254.52	$ 28,453.20	$ 2,846.32	$ 31,299.52	$ 16,320.00	$ 1,635.00	$ 17,955.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 71,608.18	$ 2,160.82	$ 73,769.00	$ 71,608.18	$ 2,160.82	$ 73,769.00		$ -	$ -
Postage	$ 518.18	$ 51.82	$ 570.00	$ 518.18	$ 51.82	$ 570.00		$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 11,129.45	$ 1,112.65	$ 12,239.10	$ 11,129.45	$ 1,112.65	$ 12,239.10		$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ 2,642.73	$ 264.27	$ 2,907.00	$ 2,642.73	$ 264.27	$ 2,907.00		$ -	$ -
10. Marketing/Communications	$ 2,500.81	$ 258.08	$ 2,850.00	$ 2,500.81	$ 258.08	$ 2,850.00		$ -	$ -
11. Staff Education and Training	$ 754,139.56	$ 25,817.16	$ 785,063.72	$ 191,621.56	$ 19,162.16	$ 210,783.72	$ 67,315.00	$ 6,755.00	$ 74,270.00
12. Subcontracts/Agreements	$ 3,308,888.62	$ 330,888.66	$ 3,637,685.28	$ 2,999,466.62	$ 330,888.66	$ 3,330,165.28	$ 307,500.00		$ 307,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ 116,072.73	$ 11,007.27	$ 127,080.00	$ 116,072.73	$ 11,007.27	$ 127,080.00		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 5,222,300.33	$ 522,340.03	$ 5,744,540.37	$ 4,812,080.33	$ 512,460.03	$ 5,324,540.37	$ 410,720.00	$ 9,780.00	$ 420,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials KSC

Date 8/14/18

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records; Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Karlo S. Fox
Director

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

June 6, 2017

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Katja S. Fox
Director

Approved by: Jeffrey A. Meyers
Commissioner

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

Care Management Entity Services for FAST Forward
RFP Name

RFP-2018-DBH-02-CAREM
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. LifeShare Management Group, LLC		165	91
2. NFI North, Inc.		165	159
3. 0		165	0
4. 0		165	0
5. 0		165	0

Reviewer Names

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

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

Denis Goulet
Commissioner

June 12, 2017

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

Dear Commissioner Meyers:

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

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

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

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-069

cc: Bruce Smith, IT Manager, DoIT

FORM NUMBER P-37 (version 5/8/15)

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address PO Box 417 40 Park Lane Contoocook, NH 03229	
1.5 Contractor Phone Number 603-746-7550	1.6 Account Number 05-95-92-921010-20530000	1.7 Completion Date 6/30/2019	1.8 Price Limitation $194,320
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Karen E Cusano		1.12 Name and Title of Contractor Signatory Karen E. Cusano, Asst. Executive Director	

1.13 Acknowledgement: State of New Hampshire County of Merrimack

On June 7, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Joanne M Dawfen

COMMISSION EXPIRES JULY 24, 2018

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Joanne M Dawfen - Office Manager

1.14 State Agency Signature Date: 6/9/17	1.15 Name and Title of State Agency Signatory Lyra S Fix, 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: Megan A. Yeh, Attorney 6/12/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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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 $1,000,000per 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.

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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.

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall ensure that all services provided to children, youth, and families are in accordance with the core values of family and youth driven, culturally and linguistically competent, and community based.

1.2. The Contractor shall submit a detailed description of the language assistance/ communication access services they will provide to persons with limited English proficiency or who have communication disabilities to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. Scope of Services

2.1. The Contractor shall work collaboratively with the children, youth, and families enrolled in the FAST Forward program, as well as service providers, in the process of assessing each family member's capabilities and challenge areas in order to develop supports and interventions that are effective, individualized and acknowledge the strengths of the family.

2.2. The Contractor shall provide Wraparound Coordination which includes, but is not limited to:

2.2.1. Maintaining a minimum of five (5) Wraparound Coordinators.

2.2.2. Expanding the Wraparound Coordination staff as needed, which is contingent on prior approval from DHHS.

2.2.3. Maintaining a maximum caseload per Wraparound Coordinator of seven (7) to eight (8) children/youth and their families.

2.2.4. Maintaining a Licensed Clinician, trained in System of Care principles, who will provide clinical consultation and add a resource for therapy as needed during transitions to local community mental

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

2.2.5. Following the practices outlined in the NH Wraparound Model curriculum.

2.2.6. Developing a community-based Plan of Care using the individualized wraparound process and providing support in meeting the needs and objectives of the Plan.

2.2.7. Coordinating and monitoring services between community agencies to ensure needs are being effectively and appropriately met, as outlined in the child/youth's Plan of Care.

2.2.8. Assisting the child/youth and their family in identifying natural supports and community-based opportunities and activities that nurture strengths, skills, and resilience including, but not limited to:

2.2.8.1. Sports.

2.2.8.2. Arts.

2.2.8.3. Clubs.

2.2.8.4. Volunteering.

2.2.9. Providing the child/youth and their family with educational information and materials, as needed.

2.2.10. Establishing a trusting relationship with the child/youth and their family.

2.2.11. Accepting and encouraging the racial, ethnic, linguistic, religious, national, international, and political diversity of individuals while promoting understanding and respect for the culture, heritage, history, beliefs and values of all children, youth, families, and staff, regardless of age, sex, sexual orientation, gender identity, or gender expression.

2.2.12. Scheduling, coordinating, and facilitating Family Team Wraparound Meetings monthly that will consist of members identified in collaboration with the child/youth and their family, in order to coordinate services to meet the needs of the family.

2.2.13. Developing cooperative working relationships with all members of the Provider Network serving the child/youth and their family, while ensuring that services from providers are conducted as outlined in the Plan of Care.

2.2.14. Establishing and maintaining communication with the child or youth's school program.

2.2.15. Entering appropriate, case-specific information into the data system.

2.2.15.1. The Contractor must have an appropriate data system that meets the Federal Requirements of HIPAA and the ability to bill Medicaid.

2.2.16. Assisting families with the development of a safety or crisis plan.

2.3. The Contractor shall provide additional supports to the child/youth and their family including, but not limited to:

2.3.1. Local transportation.

2.3.2. Family treatment.

2.3.3. Twenty-four (24-hour) crisis intervention.

2.3.4. Individual counseling.

2.3.5. Medical coordination.

2.4. The Contractor shall collaborate with agencies statewide to provide Wraparound Coordination Services including, but not limited to:

2.4.1. UNH - Institute on Disability.

2.4.2. NAMI-NH.

2.4.3. Bureau of Children's Behavioral Health.

2.4.4. Peer support agencies.

2.4.5. Community Mental Health Centers

2.5. The Contractor shall provide Individual Service Options (ISO) Intensive In-Home services in accordance with He-C 6339, which include, but are not limited to:

2.5.1. Crisis support.

2.5.2. Intensive behavioral supports.

2.5.3. Planned and emergency respite.

2.6. The Contractor shall provide Youth Peer Support to all youth who are served within the System of Care in order to enhance their ability to set goals for quality of life and transition to adulthood, achieve greater independence in advocating for themselves, and manage their own wellness goals, while increasing resilience. Youth Peer Support services include, but are not limited to:

2.6.1. Strategic sharing of lived experience to decrease peer isolation.

2.6.2. Encouraging youth to share their own experiences in order to self-advocate and drive their own goals and planning.

2.6.3. Supporting youth to identify triggers and barriers and to develop their own wellness plans.

2.6.4. Supporting youth to make informed decisions over all the domains of their life.

2.6.5. Assisting youth with participating in crisis prevention planning activities and to understand their own crisis plans.

2.6.1. Supporting youth in understanding and taking pride in one's own diversity, as well as encouraging understanding, respect, sensitivity, and acceptance of the diversity of others.

2.6.2. Supporting youth in forming or maintaining community connections and informing youth of opportunities for leadership trainings or systems level engagement including, but not limited to:

2.6.2.1. Wellness groups.

2.6.2.2. Advisory groups.

2.6.2.3. Focus groups.

2.6.2.4. Regional planning activities.

2.6.3. Supporting youth in navigating and understanding public and community resources, and how to access them.

2.6.4. Offering services through Youth MOVE NH.

2.6.5. Partnering with entities to help educate youth and their families on community resources including, but not limited to:

2.6.5.1. Schools.

2.6.5.2. 211.

2.6.5.3. Parent Information Centers (PIC).

2.6.5.4. Local parks and rec.

2.6.5.5. Department of Health and Human Services.

2.6.5.6. NH EASY.

2.6.5.7. Public health offices.

2.6.5.8. Clinics.

2.6.5.9. Churches.

2.6.5.10. YMCA.

2.6.5.11. Local AA and NA chapters.

2.7. The Contractor shall make a determination of the appropriate stipends for customizable goods and services on a one-time versus on-going basis that are intended to support a family member with meeting identified underlying needs, and shall distribute the goods and services. Customizable goods and services may include, but are not limited to:

2.7.1. A tank of home heating oil in the winter.

2.7.2. Prosocial therapeutic activities, including but not limited to, wellness classes and required equipment.

2.7.3. Gas cards for a family to go to a treatment center with their child/youth.

2.8. The Contractor shall train and coach Wraparound Coordinators by methods including, but not limited to:

2.8.1. Obtaining services from the Institute on Disability at the University of New Hampshire (IOD) to provide coaching and training for the FAST Forward program staff.

2.8.2. Ensuring that Wraparound Coordinators and supporting staff complete trainings which include, but are not limited to:

2.8.2.1. Wraparound Coordinators and program manager shall attend all three (3) days of NH Wraparound Model Facilitator training.

2.8.2.2. Wraparound Coordinators, Program Director and other designated agency staff shall complete the Cultural and Linguistic Competency training (from NH Office of Minority or Refugee Affairs).

2.8.2.3. Wraparound Coordinators should attend monthly wraparound supervision group.

2.8.2.4. Wraparound Coordinators shall work with two (2) families for at least three (3) months and passed a fidelity of implementation check administered by his or her coach.

2.8.2.5. The Wraparound Coordinator shall apply on the IOD website and be approved as a certified Wraparound Coordinator.

2.8.3. Coaching on a schedule including, but not limited to:

2.8.3.1. Weekly for the first six (6) months of employment.

2.8.3.2. Bi-weekly from month six (6) to month (12).

2.8.3.3. Monthly after one year of service.

2.9. The Contractor shall ensure that Wraparound Coordinators have the knowledge and skills required to effectively work with families, including considerable knowledge and skill in the domain of cultural and linguistic competence, as detailed in the NH Children's Behavioral Health Core Competencies, available at:

http://iod.unh.edu/sites/default/files/media/NHChildrensBehav/nh_bhcompetencies_final.pdf

2.10. The Contractor shall encourage the diversity that children, youth, and their families may bring to their FAST Forward encounters by collaborating with

the DHHS Behavioral Health Cultural and Linguistic Competence (CLC) Coordinator for technical assistance which includes, but is not limited to:

2.10.1. Conducting a CLC organizational assessment.

2.10.2. Developing a plan to increase access to and quality of appropriate behavioral health services for all potential populations.

2.10.3. Participating in the Behavioral Health Equity Work Group, a peer learning network of children's behavioral health and child serving organizations.

2.11. The Contractor shall administer evaluation tools in accordance with the FAST Forward Program Manual which include, but are not limited to:

2.11.1. The Outcome Rating Scale (ORS) which is a quantitative youth and family self-report survey. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.

2.11.2. The Meeting Rating Scale, also known as Session Rating Scale (SRS), which is a quick survey of the family and youth at each Wraparound Team Meeting. It is administered at the end of each Wraparound Team Meeting. The responses will be reviewed by the FAST Forward Coordinator and kept in the family's case record and forwarded to the FAST Forward Program Manager.

2.11.3. The Document Review Measure (DRM), which is a review of case file content, is completed by the FAST Forward Program Manager. The Vendor must allow the FAST Forward Program Manager access to case documents for this review to be completed.

2.11.4. The Children and Adolescent Needs and Strengths (CANS) tool which is an initial assessment to determine a child/youth's eligibility for the FAST Forward Program and an on-going review measure, to be completed at a minimum of every six (6) months, to measure for progress with the child/youth and family's needs and strengths.

2.11.4.1. The Contractor will be responsible for completing this assessment, unless completed by child/youth's clinician.

2.11.4.2. The assessment will be kept in the family's case record and the FAST Forward Program Manager may request the information in order to do a Quality Assurance.

2.12. The Contractor shall ensure that a leadership team of up to three (3) members participates in an annual peer review process which includes, but is not limited to:

2.12.1. Review of program services.

2.12.2. Documentation and Outcome Data Review.

2.12.3. Anonymous survey questionnaires for children/youth and their families.

2.12.4. Interviews which include, but are not limited to:

2.12.4.1. Children/Youth and their families

2.12.4.2. Wraparound Coordinators.

2.12.4.3. Sub-contractors and stakeholders.

2.12.4.4. Program Director.

3. Staffing

3.1. The Contractor shall maintain a minimum of five (5) Wraparound Coordinators.

3.2. The Contractor shall provide sufficient supervisory and administrative support for the Wraparound Coordinators.

3.3. The Contractor shall employ one (1) Program Director.

3.4. The Contractor shall employ one (1) Licensed Clinician.

3.5. The Contractor shall maintain an ISO program staff that is consistent with He-C 6339 standards.

3.6. The Contractor shall maintain per diem direct support staff as needed.

4. Definitions

4.1. **Children** – Children ages five (5) through ten (10).

4.2. **FAST Forward (Families and Systems Together)** – A program designed to provide support to children, youth, and their families by using a high fidelity Wraparound approach, and adhering to a System of Care model.

4.3. **He-C 6339** – He-C 6339 identifies qualification and performance requirements to become a provider of community based in-home services for the Division of Children, Youth and Families (DCYF) and service provision for the FAST Forward program. The proposed rule includes: five (5) different providers of services: child health support services, home based therapeutic services, therapeutic day treatment, adolescent community therapeutic services, and in-home individual service options (ISO). The rule applies to the community-based in-home service providers who receive Medicaid or financial reimbursement from the Department for services provided to children and families.

4.4. **Individual Service Options (ISO) Intensive In-Home Services** – ISO (Individual Service Options) in-home services usually last up to six (6) months, though this can be extended with agreement from the treatment team. This service can be used to help strengthen families and prevent removal of children from the home, or can be used to assist in the reunification process. Services delivered to the home include

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

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

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

5. Deliverables

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

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made as follows:
   2.1. The Contractor will submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
   2.2. The invoice must be submitted to:

   Financial Manager
   Department of Health and Human Services
   Division for Behavioral Health
   105 Pleasant Street
   Concord, NH 03301
3. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
6. Funds anticipated to be available from the Department of Health and Human Services (Department) are:
   6.1. $5,000 per State Fiscal Year for administrative services, for a total two-year value of $10,000.
   6.2. $27,000 per State Fiscal Year for attendance of Wraparound team meetings, for a total two-year value of $54,000.
      6.2.1. Natural supports, for example a neighbor, grandmother, or coach, may receive up to $25.00 per hour.
      6.2.2. Master level professionals may receive up to $50.00 per hour.
   6.3. $45,000 per State Fiscal Year for Customizable Goods and Services for families (with a $1,000 cap per family), for a total two-year value of $90,000.

6.4. $20,160 per State Fiscal Year for the Vendor to subcontract for Youth Peer Support and Leadership, for a total two-year value of $40,320.

7. The Department will prior authorize services as listed below, and then the Vendor will bill Medicaid. The Department will approve the use of the necessary ISO code for billing. The Medicaid billing rates will be:

7.1. $70 per day for Care Coordination.

7.2. $130 per day to include Care Coordination, along with the full array of ISO Level services.

New Hampshire Department of Health and Human Services

Bidder/Program Name: MTI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 376,504.96	$ 37,650.50	$ 414,155.46	$ 371,504.96	$ 37,650.50	$ 409,155.46	$ 5,000.00	$ -	$ 5,000.00
2. Employee Benefits	$ 101,656.34	$ 10,165.63	$ 111,821.97	$ 101,656.34	$ 10,165.63	$ 111,821.97		$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ 11,025.00	$ 1,102.50	$ 12,127.50	$ 11,025.00	$ 1,102.50	$ 12,127.50		$ -	$ -
Repair and Maintenance	$ 1,250.00	$ 125.00	$ 1,375.00	$ 1,250.00	$ 125.00	$ 1,375.00		$ -	$ -
Purchase/Depreciation	$ 2,500.00	$ 250.00	$ 2,750.00	$ 2,500.00	$ 250.00	$ 2,750.00		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ 6,500.00	$ 650.00	$ 7,150.00	$ 6,500.00	$ 650.00	$ 7,150.00		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 2,500.00	$ 250.00	$ 2,750.00	$ 2,500.00	$ 250.00	$ 2,750.00		$ -	$ -
6. Travel	$ 38,500.00	$ 3,850.00	$ 42,350.00	$ 38,500.00	$ 3,850.00	$ 42,350.00		$ -	$ -
7. Occupancy	$ 39,843.37	$ 3,984.34	$ 43,827.71	$ 39,843.37	$ 3,984.34	$ 43,827.71		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ 10,000.00	$ 1,000.00	$ 11,000.00		$ -	$ -
Postage	$ 500.00	$ 50.00	$ 550.00	$ 500.00	$ 50.00	$ 550.00		$ -	$ -
Subscriptions	$ 800.00	$ 80.00	$ 880.00	$ 800.00	$ 80.00	$ 880.00		$ -	$ -
Audit and Legal	$ 1,000.00	$ 100.00	$ 1,100.00	$ 1,000.00	$ 100.00	$ 1,100.00		$ -	$ -
Insurance	$ 6,820.00	$ 682.00	$ 7,502.00	$ 6,820.00	$ 682.00	$ 7,502.00		$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ 2,500.00	$ 250.00	$ 2,750.00	$ 2,500.00	$ 250.00	$ 2,750.00		$ -	$ -
10. Marketing/Communications	$ 3,000.00	$ 300.00	$ 3,300.00	$ 3,000.00	$ 300.00	$ 3,300.00		$ -	$ -
11. Staff Education and Training	$ 65,000.00	$ 6,500.00	$ 71,500.00	$ 38,000.00	$ 6,500.00	$ 44,500.00	$ 27,000.00	$ -	$ 27,000.00
12. Subcontracts/Agreements	$ 353,260.00	$ 35,326.00	$ 388,586.00	$ 333,100.00	$ 35,326.00	$ 368,426.00	$ 20,160.00	$ -	$ 20,160.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
	$ 65,000.00	$ 6,500.00	$ 71,500.00	$ 20,000.00	$ 6,500.00	$ 26,500.00	$ 45,000.00	$ -	$ 45,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,087,853.97	$ 108,785.39	$ 1,196,743.06	$ 990,793.97	$ 108,795.39	$ 1,099,589.36	$ 97,160.00	$ -	$ 97,160.00

Indirect As A Percent of Direct 10.0%

Contractor Initials:

Date:

New Hampshire Department of Health and Human Services

Bidder/Program Name: NFI North, Inc.

Budget Request for: Care Management Entity Services for FAST Forward

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

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	$ 362,074.00	$ 36,202.40	$ 398,276.40	$ 357,074.00	$ 36,202.40	$ 393,276.40	$ 5,000.00	$ -	$ 5,000.00
2. Employee Benefits	$ 97,746.40	$ 9,774.63	$ 107,521.13	$ 97,746.40	$ 9,774.63	$ 107,521.13	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 10,500.00	$ 1,050.00	$ 11,550.00	$ 10,500.00	$ 1,050.00	$ 11,550.00	$ -	$ -	$ -
Repair and Maintenance	$ 750.00	$ 75.00	$ 825.00	$ 750.00	$ 75.00	$ 825.00	$ -	$ -	$ -
Purchase/Depreciation	$ 6,500.00	$ 650.00	$ 7,150.00	$ 6,500.00	$ 650.00	$ 7,150.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 6,500.00	$ 650.00	$ 7,150.00	$ 6,500.00	$ 650.00	$ 7,150.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,500.00	$ 250.00	$ 2,750.00	$ 2,500.00	$ 250.00	$ 2,750.00	$ -	$ -	$ -
6. Travel	$ 38,000.00	$ 3,800.00	$ 41,800.00	$ 38,000.00	$ 3,800.00	$ 41,800.00	$ -	$ -	$ -
7. Occupancy	$ 37,434.72	$ 3,743.47	$ 41,178.19	$ 37,434.72	$ 3,743.47	$ 41,178.19	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -
Postage	$ 500.00	$ 50.00	$ 550.00	$ 500.00	$ 50.00	$ 550.00	$ -	$ -	$ -
Subscriptions	$ 800.00	$ 80.00	$ 880.00	$ 800.00	$ 80.00	$ 880.00	$ -	$ -	$ -
Audit and Legal	$ 500.00	$ 50.00	$ 550.00	$ 500.00	$ 50.00	$ 550.00	$ -	$ -	$ -
Insurance	$ 6,200.00	$ 620.00	$ 6,820.00	$ 6,200.00	$ 620.00	$ 6,820.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,500.00	$ 250.00	$ 2,750.00	$ 2,500.00	$ 250.00	$ 2,750.00	$ -	$ -	$ -
10. Marketing/Communications	$ 3,500.00	$ 350.00	$ 3,850.00	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -
11. Staff Education and Training	$ 65,000.00	$ 6,500.00	$ 71,500.00	$ 38,000.00	$ 6,500.00	$ 44,500.00	$ 27,000.00	$ -	$ 27,000.00
12. Subcontracts/Agreements	$ 353,280.00	$ 35,328.00	$ 388,608.00	$ 333,100.00	$ 35,328.00	$ 368,428.00	$ 20,180.00	$ -	$ 20,180.00
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
client expenses including family goods & services	$ 65,000.00	$ 6,500.00	$ 71,500.00	$ 20,000.00	$ 6,500.00	$ 26,500.00	$ 45,000.00	$ -	$ 45,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,069,735.29	$ 106,921.53	$ 1,176,656.82	$ 972,555.29	$ 106,921.53	$ 1,079,476.82	$ 97,180.00	$ -	$ 97,180.00

Indirect As A Percent of Direct 10.0%

Contractor Initials: KC
Date: 6/7/17

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

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

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the 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;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

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: NCT North, INC

6/7/17
Date

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

6/7/17
Date

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

Contractor Initials ICC
Date 6/7/17

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: NFI North, Inc.

6/7/17
Date

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

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: NFI North, INC

6/7/17
Date

Name: Karen E. Cuccaro, MEd.
Title: Assistant Executive Director

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: NFI North, Inc.

6/7/17
Date

Name: Karen E. Cugano
Title: Assistant Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

The State	NFI North, INC Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Karen E. Cusano, M.Ed. Name of Authorized Representative
Director Title of Authorized Representative	Assistant Executive Director Title of Authorized Representative
6/9/17 Date	6/7/17 Date

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

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

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

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

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

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

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

Contractor Name: NCI North, Inc.

6/7/17
Date

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

FORM A

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

1. The DUNS number for your entity is: 945821951

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: _____