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

Lori A. Weaver
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 28, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with NFI North, Inc. (VC#177575), Contoocook, NH, which was a result of a competitive procurement, for the continued provision of supported housing services for individuals transitioning from, or awaiting admission to, Glencliff Home, by exercising a contract renewal option by increasing the price limitation by \$9,922,038 from \$10,987,684 to \$20,909,722 and extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 14, 2023, item #37.

Funds are anticipated to be available in the following accounts for State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41170000 Health and Social Services, Health and Human Svcs Dept, HHS: Behavioral Health Div, Bureau of Mental Health Services, CMH Program Support

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	92204117	\$1,169,650	\$0	\$1,169,650
2024	102-500731	Contracts for Prog Svc	92204117	\$4,857,015	\$0	\$4,857,015
2025	102-500731	Contracts for Prog Svc	92204117	\$4,961,019	\$0	\$4,961,019
2026	102-500731	Contracts for Prog Svc	92204117	\$0	\$4,961,019	\$4,961,019
2027	102-500731	Contracts for Prog Svc	92204117	\$0	\$4,961,019	\$4,961,019
			Total	\$10,987,684	\$9,922,038	\$20,909,722

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this request is to exercise an available contract renewal option for the Contractor to continue to provide supported housing services to individuals who experience serious and persistent mental illness and may also have a co-occurring diagnosis of a substance use disorder, an intellectual or developmental disability, acquired brain disorder, or complex medical needs.

Approximately 20 individuals will be served at any given time during State Fiscal Years 2026 and 2027.

The Contractor will continue to operate the three (3) existing community-based five-bed specialty residential programs while opening a fourth. Supported housing and residential life services provided in each residence include clinical and medical services; supported employment and vocational services; targeted case management; and transitional services. The Contractor will continue to deliver an integrated dual diagnosis approach and ensure the use of evidence-based therapies such as dialectical behavior therapy and cognitive behavioral therapy. Additionally, the Contractor will continue to provide support and skills training for individuals to improve independence in daily living skills, achieve wellness and recovery goals, and prepare individuals to maintain living in the least restrictive environment based on the individual's specific needs and goals. These residences fulfill a Community Mental Health Agreement (Amanda D. Settlement) provision requiring the Department to establish specialty residential options to meet the assessed needs of individuals transitioning from, or awaiting admission to, Glenciff Home.

The Department will continue to monitor services by reviewing monthly and quarterly reports provided by the Contractor and holding regular meetings and annual on-site reviews with the Contractor.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

If the Governor and Council does not authorize this request, individuals transitioning from, or awaiting admission to, Glenciff Home will continue to have their options for long-term community-based supported housing limited, and the Department will be at risk of not being in compliance with the Amanda D. Settlement.

Area served: Statewide.

Respectfully submitted,


f Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Supported Housing for Adults Transitioning To or From Glencliff Home 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 14, 2023 (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$20,909,722
3. Modify Exhibit C, Payment Terms, Section 3.3, to read:
 - 3.3. Payment, outside of initial costs described in Section 3.1. above, shall be on a cost reimbursement basis for actual expenditures incurred net any other revenue received towards the services billed in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-2, Budget through C-5, Amendment #1, Budget.
 - 3.3.1. The Department may recoup payments made under this Agreement, in whole or in part, in the event the Contractor fails to comply with the provisions of this Agreement, in whole or in part, and does not remedy any such failure to the Department's satisfaction including, but not limited to commencing supported housing services within the timeframes specified in Exhibit B, Scope of Services.
4. Add Exhibit C-4, Budget Sheet – Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-5, Budget Sheet – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and 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

4/29/2025

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

NFI North, Inc.

Signed by:

LUKE REYNARD

Name: LUKE REYNARD

Title: ED

4/29/2025

Date

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

OFFICE OF THE ATTORNEY GENERAL

4/30/2025

Date

DocuSigned by:
Robyn Guarnino

Name: Robyn Guarnino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-4, Amendment #1, Budget

New Hampshire Department of Health and Human Services			
Contractor Name:		NFI North, Inc.	
Budget Request for:		Supported Housing for Adults Transitioning To or From Glenciff Home	
Budget Period		7/1/25 - 6/30/26	
Indirect Cost Rate (if applicable)		15%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	Total Program Cost
1. Salary & Wages	\$2,869,549	\$1,307,000	\$4,176,549
2. Fringe Benefits	\$761,383	\$304,120	\$1,065,503
3. Consultants	\$182,800	\$0	\$182,800
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$14,600	\$14,600
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$15,000	\$5,000	\$20,000
5.(d) Supplies - Medical	\$0	\$4,000	\$4,000
5.(e) Supplies Office	\$0	\$16,480	\$16,480
6. Travel	\$0	\$44,320	\$44,320
7. Software	\$4,800	\$0	\$4,800
8. (a) Other - Marketing/ Communications	\$20,000	\$0	\$20,000
8. (b) Other - Education and Training	\$24,000	\$0	\$24,000
8.-(c) Other - Other (specify below)	\$0	\$0	\$0
Other (Insurances)	\$93,548	\$0	\$93,548
Other (Occupancy Cost)	\$193,650	\$99,087	\$292,737
Other (Consumables)	\$127,200	\$0	\$127,200
Other (Depreciation)	\$0	\$449,020	\$449,020
Other (Telecomm.)	\$22,000	\$0	\$22,000
Other (Fees, Permits, Misc.)	\$0	\$9,836	\$9,836
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$4,313,930	\$2,253,463	\$6,567,393
Total Indirect Costs	\$647,089	\$338,019	\$985,109
TOTAL	\$4,961,019	\$2,591,483	\$7,552,502

Initial
LR

Contractor, Initials:

Date: 4/29/2025

Exhibit C-5, Amendment #1, Budget

New Hampshire Department of Health and Human Services			
Contractor Name:		NFI North, Inc.	
Budget Request for:		Supported Housing for Adults Transitioning To or From Glenciff Home	
Budget Period		7/1/26 - 6/30/27	
Indirect Cost Rate (if applicable)		15%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	Total Program Cost
1. Salary & Wages	\$2,874,549	\$1,387,000	\$4,261,549
2. Fringe Benefits	\$761,383	\$326,220	\$1,087,603
3. Consultants	\$178,800	\$40,000	\$218,800
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$14,600	\$14,600
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$15,000	\$5,000	\$20,000
5.(d) Supplies - Medical	\$0	\$4,000	\$4,000
5.(e) Supplies Office	\$0	\$16,480	\$16,480
6. Travel	\$0	\$44,320	\$44,320
7. Software	\$4,800	\$0	\$4,800
8. (a) Other - Marketing/ Communications	\$20,000	\$0	\$20,000
8. (b) Other - Education and Training	\$24,000	\$0	\$24,000
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Other (Insurances)	\$93,461	\$9,442	\$102,903
Other (Occupancy Cost)	\$192,737	\$105,100	\$297,837
Other (Consumables)	\$127,200	\$4,000	\$131,200
Other (Depreciation)	\$0	\$449,020	\$449,020
Other (Telecomm.)	\$22,000	\$0	\$22,000
Other (Fees, Permits, Misc.)	\$0	\$9,836	\$9,836
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$4,313,930	\$2,415,018	\$6,728,948
Total Indirect Costs	\$647,089	\$362,253	\$1,009,342
TOTAL	\$4,961,019	\$2,777,271	\$7,738,290

Initial
LR

Contractor Initials:

Date: 4/29/2025

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0007039671



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dellie Champagne 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 31, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: Luke Reynard, Executive Director or Jill Allen, COO (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 was **valid thirty (30) days prior to and 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: 4/16/2025



Signature of Elected Officer:
Name: Dellie Champagne
Title: Clerk/Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2024

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

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

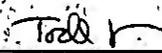
PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: Susan Kania
	PHONE (A/C, No./Ext): 855 874-0123 FAX (A/C, No.): 781-376-5035 E-MAIL ADDRESS: Susan.Kania@usi.com
INSURED NFI North Inc. 40 Park Lane Contoocook, NH 03229	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058
	INSURER B: North River Insurance Company NAIC #: 21105
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK2638415021	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			PHPK2638417021	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$10000			PHUB894574	01/01/2025	01/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	4067404992	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Abuse			PHPK2638415021 PHPK2638415021	01/01/2025 01/01/2025	01/01/2026 01/02/2026	1MIL/3MIL 1MIL/3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 121 South Fruit Street Concord, NH 03301.

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 
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NFI North Mission Statement

Inspiring and empowering people to reach their full potential so that they can live successfully within their own home and community

NFI NORTH, INC.
FINANCIAL STATEMENTS
YEAR END JUNE 30, 2024



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**NFI NORTH, INC.
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YEAR END JUNE 30, 2024**

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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
NFI North, Inc.
Contoocook, New Hampshire

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of NFI North, Inc., which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFI North, Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of NFI North, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NFI North, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Board of Directors
NFI North, Inc.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

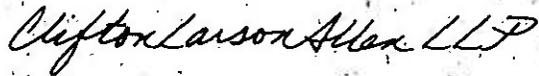
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 NFI North, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about NFI North, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors
NFI North, Inc.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2024, on our consideration of NFI North, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NFI North, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed with *Government Auditing Standards* in considering NFI North, Inc.'s internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Boston, Massachusetts
September 30, 2024

NFI NORTH, INC.
STATEMENT OF NET POSITION
JUNE 30, 2024

Assets

Current assets:

Cash and equivalents	\$ 7,116,823
Accounts receivable, net	7,438,921
Prepaid expenses and other current assets	193,479
Due from affiliate (note 10)	172,742
Investments (note 4)	5,193,750
Total current assets	<u>20,115,715</u>

Property and equipment:

Land	974,781
Buildings and improvements	12,922,227
Equipment and furnishings	882,329
Vehicles	1,626,500
	<u>16,405,837</u>
Less accumulated depreciation	(7,743,454)
Property and equipment, net	<u>8,662,383</u>

Lease right-of-use assets

67,317

Other assets

282,074

Total assets

\$ 29,127,489

Liabilities and Net Assets

Current liabilities:

Current portion of long-term debt (note 5)	\$ 182,899
Current portion of operating lease liabilities (note 6)	33,171
Accounts payable	297,997
Accrued payroll and related liabilities	2,056,241
Other accrued expenses	1,960,834
Deferred revenue	149,668
Total current liabilities	<u>4,680,810</u>

Long-term liabilities:

Long-term debt, net of current portion (note 5)	2,352,754
Operating lease liabilities, net of current portion (note 6)	33,245
Total long-term liabilities	<u>2,385,999</u>

Total liabilities

7,066,809

Net assets:

Without donor restrictions	21,697,715
With donor restrictions	362,965
Total net assets	<u>22,060,680</u>

Total liabilities and net assets

\$ 29,127,489

See accompanying Notes to Financial Statements.

NFI NORTH, INC.
STATEMENT OF ACTIVITIES
YEAR END JUNE 30, 2024

Changes in net assets without donor restrictions:	
Revenues and other support:	
Contracts, net	\$ 45,318,236
Contributions:	
Contributed nonfinancial assets	1,154,633
Other	74,746
Interest and dividends	502,708
Miscellaneous	444
	<u>47,050,767</u>
Net assets released from restrictions	162,611
Total revenues and other support	<u>47,213,378</u>
Expenses:	
Program services	40,245,200
Supporting services	4,487,311
Total expenses	<u>44,732,511</u>
Increase in net assets without donor restrictions before nonoperating activities	2,480,867
Nonoperating activities:	
Net realized and unrealized gain on investments	319,447
Gain on sale of property and equipment	54,610
Increase in net assets without donor restrictions	<u>2,854,924</u>
Changes in net assets with donor restrictions:	
Contributions and grants	162,921
Net assets released from restrictions	<u>(162,611)</u>
Increase in net assets with donor restrictions	<u>310</u>
Increase in net assets	2,855,234
Net assets at beginning of year	<u>19,205,446</u>
Net assets at end of year	<u>\$ 22,060,680</u>

See accompanying Notes to Financial Statements.

NFI NORTH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR END JUNE 30, 2024

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 28,621,372	\$ 2,116,686	\$ 30,738,058
Other expenses:			
Contracted services	4,535,521	1,868,632	6,404,153
Other direct costs	1,879,820	268,483	2,148,303
Contributed nonfinancial assets	1,154,633	-	1,154,633
Consumables	1,049,959	-	1,049,959
Occupancy	953,240	49,814	1,003,054
Transportation	799,099	49,390	848,489
Equipment	246,607	51,431	298,038
Interest	87,516	10,745	98,261
	<u>10,706,395</u>	<u>2,298,495</u>	<u>13,004,890</u>
Depreciation and amortization	917,433	72,130	989,563
	<u>\$ 40,245,200</u>	<u>\$ 4,487,311</u>	<u>\$ 44,732,511</u>

See accompanying Notes to Financial Statements.

NFI NORTH, INC.
STATEMENT OF CASH FLOWS
YEAR END JUNE 30, 2024

Cash flows from operating activities:	
Increase in net assets	\$ 2,855,234
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	989,563
Gain on sale of property and equipment	(54,610)
Net realized and unrealized gain on investment	(319,447)
Amortization of right-of-use asset	60,832
Changes in assets and liabilities:	
Accounts receivable, net	(2,480,748)
Prepaid expenses and other current assets	(2,967)
Due from affiliate	(172,742)
Other assets	(47,080)
Accounts payable	(35,180)
Accrued payroll and related liabilities	345,231
Other accrued expenses	830,530
Due to affiliate	(60,422)
Deferred revenue	134,736
Operating lease liabilities	(56,249)
Net cash provided by operating activities	<u>1,986,681</u>
Cash flows from investing activities:	
Purchases of property and equipment	(3,313,494)
Purchases of investments	(1,487,466)
Proceeds from sale of property and equipment	55,500
Proceeds from sale of investments	1,351,024
Net cash used in investing activities	<u>(3,394,436)</u>
Cash flows from financing activities:	
Repayments of long-term debt	(181,977)
Net cash used in financing activities	<u>(181,977)</u>
Net decrease in cash and equivalents	(1,589,732)
Cash and equivalents at beginning of year	<u>8,706,555</u>
Cash and equivalents at end of year	<u>\$ 7,116,823</u>
Supplemental data:	
Cash paid for interest	\$ 98,261

See accompanying Notes to Financial Statements.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES

Organization

NFI North, Inc. (NFIN) is a nonprofit 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, Medicare, private pay, and local public school districts.

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.

Adoption of New Accounting Standards

In 2024, NFIN adopted FASB ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): *Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses. NFIN adopted this new guidance using the modified retrospective transition method. The adoption of this Standard did not have a material impact on NFIN's financial statements but did change how the allowance for credit losses is determined.

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. Cash and equivalents within investment accounts are considered to be investments for purposes of the statement of cash flows.

**NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

NFIN carries its accounts receivable net of an allowance for credit losses. The allowance is determined to present the net amount of accounts receivable expected to be collected. The allowance represents the expected credit losses based on historical experience, current economic conditions, and certain forward-looking information. The allowance is evaluated on a periodic basis based on an assessment of outstanding balances for all accounts over 90 days past due. Those balances deemed by management to have potential collectability issues are charged to the allowance for credit losses accounts. As of June 30, 2024, the allowance was \$47,658.

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:

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.

Concentration of Credit Risk

NFIN maintains cash balances at financial institutions, which at times may exceed federally insured limits. NFIN has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

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.

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	5-33.3 years
Equipment and Furnishings	2-10 years
Vehicles	3-5 years

Leasehold improvements are depreciated or amortized according to NFIN'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.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Self-Insurance

NFIN is self-insured for employee medical health care costs. As of June 30, 2024, the estimated liability for health care claims incurred but not yet reported or paid was \$172,584 included in accrued payroll and related liabilities in the accompanying statement of financial position.

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. NFIN 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 maximizes the use of observable inputs and minimizes the use of unobservable inputs to the extent possible.

Leases

NFIN determines if an arrangement is a lease at inception. NFIN has leases under which it is obligated as a lessee. Operating leases as a lessee are included in right-of-use assets and lease liabilities in the statement of financial position.

Right-of-use assets represent NFIN's right to use an underlying asset for the lease term. Lease liabilities represent NFIN's liability to make lease payments arising from the lease. Operating right-of-use assets and related obligations are recognized at commencement date based on the present value of lease payments over the lease term discounted using an appropriate incremental borrowing rate. NFIN has elected to use a practical expedient of the risk-free borrowing rate (applicable U.S. Department of Treasury risk-free treasury rate) as the incremental borrowing rate, which is based on the information available at commencement date in determining the present value of lease payments. The value of an option to extend or terminate a lease is reflected to the extent it is reasonably certain management will exercise that option.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

NFIN recognizes revenue at an amount that reflects the consideration to which NFIN expects to be entitled in exchange for transferring goods or services to its customers using the following five-step process:

1. Identify the contract(s) with the customer
2. Identify the performance obligation(s) in the contract
3. Determine the transaction price
4. Allocate the transaction price to performance obligations in the contract
5. Recognize revenue when (or as) NFIN satisfies a performance obligation.

See note 7 for details on how the above five-step process is applied to NFIN's contracts with customers.

Contributed Nonfinancial Assets

NFIN receives the contributions of the use of facilities which are valued at the fair value of similar properties available use in commercial markets. NFIN also receives contributed goods which are value at estimated fair value. See note 8 for additional information on contributed nonfinancial assets in 2024.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs incurred totaled \$81,423 during the year ended June 30, 2024.

Subsequent Events

NFIN has evaluated subsequent events through September 30, 2024, the date which the financial statements were available for issue, noting no events requiring adjustment to, or disclosure in, the financial statements.

NOTE 2 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

As of June 30, 2024, assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash and equivalents	\$ 7,116,823
Accounts receivable, net	7,438,921
Investments	5,193,750
Due from affiliate	172,742
Total financial assets	19,922,236
Less amounts designated for program purposes	(362,965)
Total financial assets available for general expenditures	\$ 19,559,271

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 2 LIQUIDITY AND AVAILABLE OF FINANCIAL ASSETS (CONTINUED)

As part of the NFIN's liquidity management, NFIN maintains working capital lines of credit, which provides liquidity available to meet general expenditures as liabilities and other obligation come due.

NOTE 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), a two-year term committed facility \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate equal to the Federal Reserve Bank of New York 1-Month Secured Overnight Financing Rate (SOFR), plus 2.00% per annum, not to exceed 6.00%, (6.00% as of June 30, 2024). Borrowings under the line are jointly guaranteed by NAFI, NAFICT, NFIV, NFI and NFIN and are collateralized by substantially all of their assets.

Borrowings under the line of credit due and payable on May 31, 2026, without notice or demand. As of June 30, 2024, there were no borrowings outstanding under this line of credit.

In addition, NAFI has entered into Letter of Credit agreements with TD for a total amount of \$959,620. 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.

NOTE 4 INVESTMENTS

Investments are carried at fair value. Investments as of June 30, 2024 consisted of the following:

Corporate bonds	\$ 2,629,975
Equities	2,440,923
Cash and equivalents	122,852
	\$ 5,193,750

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.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 5 LONG-TERM DEBT

Long-term debt as of June 30, 2024, consisted of the following:

	Fiscal Year Due	Amount
Mortgages payable, secured by real estate. 0.00%-8.00%	2026-2041	\$ 2,535,653
Total long-term debt		2,535,653
Less current portion		(182,899)
Total long-term debt, net of current portion		\$ 2,352,754

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:

Year ended June 30:		
2025	\$	182,899
2026		617,920
2027		325,160
2028		462,633
2029		101,573
Thereafter		845,468
	\$	2,535,653

Interest expense was \$98,261 for the year ended June 30, 2024.

NOTE 6 LEASES

NFIN is committed to annual payments under several long-term non-cancelable (except under certain circumstances) operating leases for property and equipment through fiscal year 2030.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 6 LEASES (CONTINUED)

Lease expense reported in occupancy, transportation, and equipment in the statement of functional expenses amounted to \$105,516 for the year ended June 30, 2024, the components of which are as follows:

Lease cost:	
Operating lease expense	\$ 89,316
Short-term lease expense	16,200
	<u>\$ 105,516</u>

Operating right-of-use assets exchanged for lease liabilities during 2024 totaled \$28,649.

Payments due include options to extend leases that are reasonably certain through fiscal year 2030 and are summarized below:

Year ended June 30:	
2025	\$ 35,072
2026	11,489
2027	11,113
2028	6,333
2029	5,865
Thereafter	255
	<u>70,127</u>
Less: amounts representing interest:	(3,711)
Operating lease liabilities	<u>\$ 66,416</u>

The weighted-average remaining lease term for operating leases is 36 months. The weighted-average discount rate for operating leases is 3.47%.

NOTE 7 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.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 7 REVENUE FROM CONTRACTS WITH CUSTOMERS (CONTINUED)

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 23% for cost reimbursement contracts and 77% for rate-based contracts for the year ended June 30, 2024.

Balances of accounts receivable and deferred revenue related to contracts with customers are summarized below:

	Accounts Receivable	Deferred Revenue
Opening (July 1, 2023)	\$ 4,958,173	\$ 14,932
Closing (June 30, 2024)	7,438,921	149,668
Increase	\$ 2,480,748	\$ 134,736

NOTE 8 CONTRIBUTED NONFINANCIAL ASSETS

For the year ended June 30, 2024, contributions of nonfinancial assets recognized by NFIN within the statement of activities included:

Rent	\$ 1,092,565
Consumables and supplies	62,068
	\$ 1,154,633

NFIN recognized contributed nonfinancial assets within revenue, including contributions of rent, consumables and supplies. Contributed nonfinancial assets did not have donor-imposed restrictions.

The contributed space is for programmatic activities. In valuing the contributed space, which is located in Concord, New Hampshire, NFIN estimated the fair value on the basis of recent comparable rental prices in the area's real estate market.

NOTE 9 RETIREMENT PLAN

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's Board of Directors. NFIN elected to make a contribution of \$420,346 for the year ended June 30, 2024. These expenses are included in employee benefits expense within the accompanying statement of functional expenses.

NFI NORTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 10 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 \$1,941,078 for the year ended June 30, 2024, 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 \$20,502 for the year ended June 30, 2024, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2024 in the amount of \$172,742. This amount has been reported as due from affiliate in the accompanying statement of financial position and is expected to be paid in one year.

NOTE 11 CONTINGENCIES

In the normal course of operations, NFIN is subject to the laws and regulations of federal, state, and local governments. From time to time, NFIN may be notified of potential claims or litigation. Management evaluates such claims if they arise. NFIN was notified that it was named a party to an ongoing lawsuit. The outcome of the lawsuit is not yet finalized.

NFIN has established a reserve of \$1,083,712 for management's estimation of probable expenses related to ongoing litigation. Since information regarding the case continues to evolve, management continues to evaluate and monitor any potential impact to the organization.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
NFI North, Inc.
Contoocook, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, 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, 2024.

Report on Internal Control Over Financial Reporting --

In planning and performing our audit of the financial statements, we considered NFI North, Inc.'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 opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFI North, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of NFI North, Inc.'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 the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

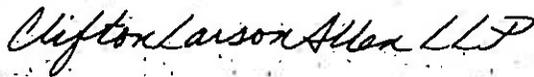
Board of Directors
NFI North, Inc.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether NFI North, Inc.'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*.

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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Boston, Massachusetts
September 30, 2024



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**NFI NORTH, INC.
OFFICERS**

Title	Name	Address
President	Patricia Fillio Licensed Clinical Mental Health Counselor	[REDACTED]
Treasurer	Ashley Wainwright Marketing Professional	[REDACTED]
Clerk/Secretary	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	[REDACTED]

BOARD OF DIRECTORS

Name	Occupation	Address
Susanne Nader	Educator	[REDACTED]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[REDACTED]
Ashley Wainwright	Marketing Professional	[REDACTED]
Terry Lochhead	Retired Communications Consultant	[REDACTED]
Patricia Fillio	Licensed Clinical Mental Health Counselor	[REDACTED]
Don Nason	Attorney	[REDACTED]
Sophia Greabe	Education	[REDACTED]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 10/21/24

Noel Chipman

LICENSE

New Hampshire Licensed Independent Clinical Social Worker
-License number 1203

April 2004

EDUCATION

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

May 2001

May 1997

PROFESSIONAL WORK EXPERIENCE

Transitional Housing Services, Concord NH

January 1, 2012-Present

- Clinical Director responsible for the overall planning, implementation and oversight of the clinical services provided by NFI North Transitional Housing Services in Concord, Bradford, Bethlehem, Ashland and Manchester.
- Manager and supervisor of the THS Concord day treatment program and its clinical, case management, supported employment, educational and direct care staff
- Oversee and provide individual and group therapy to consumers with severe persistent mental illness, found not guilty by reason of insanity, incompetent to stand trial, sexual offenders and / or folks with other criminal backgrounds
- Management and assessment of all new referrals for THS locations from New Hampshire Hospital, Community Mental Health Centers and various designated receiving facilities and arrange evaluations when needed
- Oversee, review and approve the development of individual client centered, strengths based treatment plans
- Facilitate and coordinate clinical trainings for THS staff and agency staff
- Review of clinical records to ensure quality and compliance with state regulations and Joint Commission standards and provide feedback and training on record keeping
- Provide the schedule and curriculum of 50-60 groups weekly and rotating quarterly as a part of a Restorative Partial Hospitalization (RPH) servicing 40 consumers with mental health challenges
- Collaborate with program management and staff regarding the therapeutic milieu and the clinical orientation of THS
- Facilitate new consumer interviews, quarterly reviews, client centered conferences, family meetings, discharge meetings and other various meetings with outside providers
- Collaborate with many outside agencies state wide to ensure our THS programs are meeting the needs of our consumers, other outside agencies and the community at large
- Supervisor for clinicians seeking licensure and graduate student interns

Transitional Housing Services, Concord NH

May 2003- January 1, 2012

- Experienced Senior Psychiatric Social Worker; Clinical team leader heading multi-disciplinary treatment team
- Provides therapeutic clinical services for individuals with severe and persistent mental illness and/ or substance abuse issues, sexual offenders and forensic clients in a rehabilitative partial hospitalization program
- Provides individual, family, group and milieu therapy
- Completes comprehensive psychosocial assessments, risk assessments, individual treatment plans and eligibility determinations and assists with writing policy
- Facilitates and manages client centered conferences and quarterly review meetings
- Leader of interdisciplinary treatment team that meets daily to insure proper treatment and aftercare planning for difficult to reach clients
- Awareness of legal issues including guardianships, court orders, probate commitments, conditional discharges and revocations, which often require court appearances and testimony
- Supervision of treatment team case managers and student interns
- Illness management and recovery train the trainer

Maui Memorial Medical Center, Kahului, HI

June 2005-January 2006

- Psychiatric Social Worker: Provides services for adults with severe mental illness and / or substance abuse issues and forensic patients on a short-term inpatient psychiatric unit
- Comprehensive psychosocial assessments, treatment plans / education plans, substance abuse screening, daily treatment team meetings and discharge meetings

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

PROFESSIONAL DEVELOPMENT

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

AWARDS / RECOGNITIONS

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

Jennifer L. Altieri

Objective

Key Skills and Strengths

- Leadership – Adept at leading/managing cross-functional programs.
- System building and implementation
- 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.

A motivated professional seeking a position that continues to enhance my skills and challenge further growth and development while providing leadership to plan, direct and coordinate program expansion, program oversight and system implementation.

Education

Masters of Science, *Clinical Mental Health Counseling with an addictions treatment Certificate*, Plymouth State University, Plymouth N.H. Accredited by the Council 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

Regional Director, NFI North 12/2022-Current

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

Care Management Entity Administrator, NFI North 1/2021-12/2022

Responsible for overseeing the administration of all programs of the Care Management Entity (CME) that serves as a centralized accountability hub to coordinate all care for youth with complex behavioral health challenges who are involved in multiple systems. The CME Administrator provides leadership, supervision, guidance, and clinical support to programs and staff. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

Program Director, NFI North FAST Forward and Tr-ECC State Wide 2017-1/2021 Oversee program operations for two separate entities. One providing a Certified Wraparound model to children, youth and families ages 5-21. The other entity providing intensive transitional services to Residential and psychiatric hospitalized children, youth and families.

Program Director, NFI North FAST Forward and Community Based Services, State Wide 2017-2020. Oversee program operations for two separate entities. One providing a Certified Wraparound model to children, youth and families ages 5-21. The other entity provides intensive therapeutic services through clinicians and case managers through two different New Hampshire certified programs serving 0-21 years of age. Individual service option and Foster care as well as Home Based Therapeutic Services.

Program Director, NFI North transitional housing, Maple Lodge, Bethlehem New Hampshire. And Array of Services, Community Based, and January 2016-2017.

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 action 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.

- **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
- **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.
- **Grant writing workshops**, NFI, Northern New Hampshire Youth Services and The North Country consortium,
- **Suicide Prevention Conference**, YSPA of NH.
- **Certified in Child and Adolescent Needs Scale (CANS)**
- **Science Implementation**
- **NH Wraparound**

Membership/Affiliation

- **Member of American Counseling Association (ACA)** Currently Expired
- **National Certified Counselor (NCC)** NBCC's flagship credential, the National Certified Counselor (NCC) recognizes counselors who voluntarily apply and successfully complete rigorous standards. These standards are based on research in the counseling profession. The NCC is the prerequisite for all NBCC specialty certifications Currently not reinstated
- **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.
- **Board Panel Member** with IOD/NAMI to approve Certifications for all NH Wrap Coordinators.

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).
- **Spirit of community award NFI/NAFI** (2019)
- **Recognition for volunteering time to missions trips** to Nicaragua (2006) and Africa (2008.)



Jill Allen

Profile

A proven leader in the field of human services for over 32 years. Well organized, smart, and creative. Long term success working with, and across teams throughout the State of Maine and NH. Track record of mentoring people to maximize their potential long term. Remains calm and positive in challenging situations. Loyal and dedicated.

CONTACT

[Redacted contact information]

- BUILDING PERSONAL AND PROFESSIONAL RELATIONSHIPS
- DEVELOPING STRONG WORKPLACE CULTURE
- ABILITY TO SEE THE GLASS HALF FULL
- CLINICALLY SOUND IN DIAGNOSIS AND TRAUMA
- HIGHLY ORGANIZED - MULTITASKER
- GRITTY AND COMPETITIVE
- POLICY AND PROPOSAL WRITING
- OPEN TO FEEDBACK AND GROWTH
- FISCALLY SAVVY
- RESPONSIVE

OPERATING OFFICER
NFI NORTH, BRIDGTON, MAINE
February 2024-Present

Provide oversight to all agency operations for NFI North. Ensure the overall mission, vision, and policies of the agency are followed. Duties include the multi-million-dollar, fiscal management of 26 individual programs in two states, including multiple residential, five schools, and both child and adult community outreach, Foster Care, Wraparound, and Case Management services. Chairperson and facilitator of monthly clinical meetings, ensuring the fidelity of the normative approach and other clinical modalities are followed. Program development and strategic planning as part of the Administrative Team, and in conjuncture with Statewide Partnerships. Uphold all licensing regulations and Joint Commission Standards, including DEIB initiatives. Provide direct oversight to the Director of HR and the HR department including the hiring, onboarding, and training of staff. Provide direct oversight to the Director of Development and Marketing and the recent rebranding initiative for the agency. Mentor leadership team members, including Regional Directors for each state of ME and NH, providing supervision, coaching, and guidance as needed. Champion all program participants, families, and connected team members for successful treatment outcomes.

REGIONAL DIRECTOR
NFI NORTH, BRIDGTON, MAINE
November 1996-2024

Provide oversight to all program operations in the State of Maine. Ensure the overall mission, vision, and policies of the agency are followed. Duties include the multi-million-dollar, fiscal management of 15 individual programs, including residential, four schools, and both child and adult

Values To Live By:

- ❖ Belonging
- ❖ Dedication
- ❖ Empathy
- ❖ Resilience
- ❖ Trust

community outreach. Chairperson and facilitator of monthly clinical development meetings, ensuring the fidelity of the normative approach and other clinical modalities are followed. Program development and strategic planning as part of the Administrative Team, and in conjuncture with Statewide Partnerships. Uphold all licensing regulations and Joint Commission Standards including DEIB initiatives. Mentor leadership team members providing supervision, coaching, and guidance as needed. Champion all program participants, families, and connected team members for successful treatment outcomes.

PROGRAM DIRECTOR
NFI NORTH, LEWISTON, MAINE
APRIL 1992-NOVEMBER 1996

Provide oversight for all program operations for Dingo Place, a 7-bed program for adolescents in need. Duties included start up activities including policy writing, facility construction oversight, and the hiring and onboarding of staff. Oversight of all clinical and educational programming. Build community partnerships with stakeholders and development of local Advisory Board. Work in collaboration with local psychiatric hospital and contracted psychiatrist to ensure clinical success. Lead weekly management, staff, and community meetings. Maintain physical plant according to MSHA and State Fire Marshall regulations.



MASTERS OF SCIENCE IN MENTAL HEALTH COUNSELING
UNIVERSITY OF SOUTHERN MAINE
1991-1995

BACHELOR OF ARTS IN COMMUNICATIONS - PSYCHOLOGY
UNIVERSITY OF SOUTHERN MAINE
1980-1985

Resident Assistant in the First CO-ED Dorm on Campus
1981-1984

Trainer in the following topic areas:

- ❖ Normative Community Approach
- ❖ Safe Alternatives For Everyone
- ❖ Supervisory Skills
- ❖ Trauma Informed Meaningful Engagement
- ❖ Counseling Skills
- ❖ Group Process
- ❖ Documentation Skills-Evaluation Writing

Recent Trainings Attended:

- ❖ NAFI Conference: Presentation Skills, Public Speaking 2023
- ❖ Boston National Trauma Conference 2022
- ❖ Work Human, Driving Workplace Culture by Leveraging Recognition: 2023

Awards and Recognition

- ❖ Best Place to Work in Maine (2018-2023)
- ❖ NFINORTH Remarkable Role Model 1999
- ❖ NFINORTH Yitzhak Bakal Leadership 2011
- ❖ NAFL Individual Spirit of Community 1997

Professional Memberships and Assignments

- ❖ Child and Family Provider Network Member 28 years
- ❖ Secretary, 1 year
- ❖ Vice-President, 3 years
- ❖ President, 12 years

- ❖ Youth Juvenile Justice Task Force 2018-2019
- ❖ Families First Implementation Member 2019-2022
- ❖ Legislative Advocacy - ongoing

“My job as a leader is not to insist on my own way,
but to get out of other people’s way,
Empowering them to do what they are best at
and affirming them in their growth”

Amy Somerville

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

ABOUT ME Experienced nonprofit leader in behavioral health and disability service systems and program operations. Currently serving as the Executive Director of NFI North overseeing the administration of agency operations, programs, strategic planning, and ensuring the organization adheres to the agency mission and vision while meeting financial objectives. Adept at fostering relationships with key stakeholders, including board members, state partners, team members, and participants. Well-rounded professional with experience in both operational, administrative and financial operations, and driven by a focus on mission and values. An effective communicator with the ability to translate complex organizational goals into actionable plans, I am proud to bring visionary leadership, operational excellence, and strategic insights to the NFI North Executive Director position.

SKILLS & ABILITIES

- Leadership & Organizational Development
- Financial Acumen
- Analytical Problem Solver

PROFESSIONAL EXPERIENCE

NFI NORTH

EXECUTIVE DIRECTOR January 1, 2024 - Present

Provide leadership and overall management for agency administration including operations, finance, and strategic planning, working closely with the Board of Directors. Responsible for ensuring the successful operation of agency programs serving individuals through the life continuum. Collaborate with the Board of Directors, agency management, business office operations, and key stakeholders to achieve and maintain fiscal and programmatic excellence.

CHIEF OPERATING OFFICER: April 2021 - December 2023

Oversee the program operations of Maine and New Hampshire services, as well as IT and health record operations. Ensure agency compliance with Joint Commission accreditation and standards, as well as state contractual requirements. Support agency strategic plan goals and execution. Represent NFI North with numerous stakeholders and state agencies, cultivating positive relationships. Supervise program expansion and development opportunities.

UNIVERSITY OF NEW HAMPSHIRE

DIRECTOR OF OPERATIONS, UNH INSTITUTE ON DISABILITY, START PROGRAM

July 2019 - April 2021

Provided operational and financial leadership for national START MH/IDD program consultation, research, and program development.

MHMR TARRANT TX

CHIEF OPERATING OFFICER, DISABILITY SERVICES

November 2005 - June 2019

Beginning as a case manager, progressively assumed leadership roles culminating in a Chief Operations role for Disability Services for Texas' second-largest community mental health center (CMHC), serving over 4000 people monthly in residential and community-based programs.

EDUCATION

ANDERSON UNIVERSITY – PH.D CANDIDATE IN LEADERSHIP AND ORGANIZATIONAL DEVELOPMENT

Doctoral student in the Center for Leadership and Organizations with research interests in organizational commitment and antecedent factors, leadership empathy, mindfulness, and emotional intelligence factors.

Expected graduation: May 2025.

UNIVERSITY OF TEXAS SYSTEM – MASTER OF BUSINESS ADMINISTRATION

Graduate business program with a focus on economics and analytics

TEXAS STATE UNIVERSITY – BACHELORS DEGREE IN PSYCHOLOGY

Major in psychology; minor in criminal justice

VOLUNTEER & COMMUNITY ACTIVITIES

TOWN OF HENNIKER, NH – BUDGET ADVISORY COMMITTEE

Member of the Budget Advisory Committee reporting to the Board of Selectpersons. The role includes financial analysis and recommendations to the Board regarding the annual town budget prior to the town vote.

HENNIKER YOUTH ATHLETICS – COACH

Volunteer coach for youth baseball and basketball.

DEBORAH WEEKS

CONTACT



DeborahWeeks@nafj.com



PROFILE

- Motivated, determined, personable business professional, who is dedicated, diligent and focused; Problem solver who is able to prioritize and multiple task, follow through in achieving goals and very much a risk taker.
- Diplomatic and tactful within both a professional and non-professional setting; willing and able be introspective, assist others in building positive relationships with those we serve and colleagues at all organizational levels.
- Accustomed to handling sensitive, confidential records; able to demonstrate documenting according to accuracy, and in a timely manner.
- Flexible and versatile team player open to learning new concepts quickly while working well under pressure, and communicating ideas clearly and effectively.
- Strong leader providing regular supervision; encouragement and teaching skills to staff members.

COMMUNITY SERVICE AND VOLUNTEER WORK

CASA of NH	2008-2016
Trustee of Trust Funds	2008-2017
Bail Commissioner	2019-Present
NC Chamber of Commerce	2023-Present

EDUCATION

GRANITE STATE COLLEGE

August 2007
Littleton, NH Paralegal Certificate

SPRINGFIELD COLLEGE

December 2010
St. Johnsbury, VT BS in Human Services

SPRINGFIELD COLLEGE

December 2012
St. Johnsbury, VT MS in Human Services

PROFESSIONAL EXPERIENCE

Assistant Regional Director

September 2023-Present
NFI North

Responsible for assisting the Regional Director with clinical, continuous quality improvement, performance management, and administrative operations of assigned programs. Oversee clinical and administrative operations of assigned programs across Adult and Children Services.

Oversee new projects NFI North is taking on, including locating buildings, coordinating with the state for licensure, collaborating with the State Fire Marshal's office, and hiring vendors and contractors to rehabilitate buildings and ensure compliance.

Program Director

April 2016- June 2021
NFI North Community Based Services

Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating staff, marketing, and licensing of foster homes.

Real Estate Agent

April 2021-Present
Caron's Gateway Real Estate

Gathers, provides, and explains details of current market conditions, pricing, legal requirements, and similar information. Assists selling clients with pricing based on current market values.

AWARDS/RECOGNITION

NFI North Courage to Grow	2010
NFI North Shining Star	2011
Yitzhak Bakal Essence of Leadership	2019
NAFI Spirit of Community Award	2015
DCYF Community Member Award	2018

PROFESSIONAL DEVELOPMENT AND COMMITTEE WORK

Grant Writing and Awards for NFI North
Workforce Development Co-Chair
Training Committee Co-Chair
NAFI Arts Committee
NAFI Talent Show Committee
Agency Trainer
NH State RENEW Implementation Team
NH Disaster Behavioral Health Response Team
Structured Analysis Family Evaluation
Supervisor

Program Director

April 2016- June 2021

NFI North Array of Services; Davenport School and Residential Treatment Facility

Promoted to manage a residential program and school for at-risk youth to include a staff team of 40+ employees. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating staff, marketing, and licensing of foster homes

PROFESSIONAL EXPERIENCE CONT'D

Program Assistant Director

July 2013- April 2016

NFI North Array of Services; Davenport School and Residential Treatment Facility

Support the Program Director in overall program operations. Oversee house management and ensure safety of building and vehicles (supply ordering, maintenance delegation and complete regular inspections). Actively engage with clients and staff to promote healthy relationships between management, direct care staff and clients. Responsible for staff supervision and coordination of staff training

Shift Supervisor; Direct Care Counselor; Teacher's Aide

September 2007-July 2013

NFI North Country Shelter

Provide therapeutic intervention services to clients using individual and group treatment. Help coordinate and implement the curriculum for special education teaching, following through with students IEP's. Responsible for the supervision of staff and overseeing milieu.

Owner/Manager

April 1989-Present

TANSUN Place Restaurant/Catering

Managed the overall performance of food service facility and kitchen operations for sixteen years; directing the recruitment, interviewing, hiring, training, motivation and evaluation of staff. Continues to cater on an individual basis.



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

37

Lori A. Weaver
 Interim 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

May 30, 2023

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 contract with NFI North, Inc. (VC# 177575), Contoocook, NH, in the amount of \$10,987,684 for the provision of supported housing services for individuals transitioning to or from Glenciff Home, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	92204117	\$1,169,650
2024	102-500731	Contracts for Prog Svc	92204117	\$4,857,015
2025	102-500731	Contracts for Prog Svc	92204117	\$4,961,019
			Total	\$10,987,684

EXPLANATION

The purpose of this request is to ensure individuals who are on the waitlist for, or transitioning from Glenciff Home have community-based supported housing options available. In accordance with the State's Community Mental Health Settlement Agreement, the Department is expanding capacity to provide residential options for individuals who currently reside at, or are on the waiting list for Glenciff Home, and who are interested in and appropriate for alternative residential settings. The Contractor will open and operate four (4) community-based five-bed specially residential programs that provide supported housing services to achieve this goal.

Approximately 20 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Contractor will provide supported housing services to individuals experiencing serious mental illness (SMI) or serious and persistent mental illness (SPMI), who may also have a co-occurring diagnosis of a substance use disorder, an intellectual or development disability, acquired brain disorder, or complex medical needs. The Contractor will open and operate four (4) community-based five-bed residential programs that provide integrated treatment through supported housing and residential life services; clinical and medical services; supported employment and vocational services; and targeted case management, care coordination and transitional services. The Contractor will deliver an integrated dual diagnosis approach and ensure the use of evidence-based therapies, including dialectical behavior therapy and cognitive behavioral therapy, among others. Additionally, the Contractor will provide support and skills training for individuals to improve independence in daily living skills, achieve wellness and recovery goals, and prepare individuals to maintain living in the least restrictive environment based on the individual's specific needs and goals.

The Department will monitor services by reviewing monthly and quarterly reports provided by the Contractor, and holding regular meetings and annual on-site reviews with the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from November 14, 2022 through December 15, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

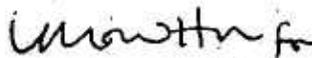
In response to the initial RFP, the Contractor proposed providing ten (10) of the minimum eighteen (18) beds needed to meet capacity requirements. The Department posted another Request for Proposals (RFP) on the Department's website from January 23, 2023 through February 24, 2023 to resolicit for additional beds. The Department received only one (1) qualifying response, which was from NFI North, Inc. and was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. The Department is consolidating the residential programs awarded under both RFPs into one (1) contract to more effectively monitor performance programmatically and financially.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request individuals transitioning to or from Glenciff Home will have limited to no options for long-term community-based supported housing, and the Department will be at risk of not being in compliance with the Community Mental Health Settlement Agreement.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID #: RFP-2023-DBH-01-SUPPO
 Project Title: Supported Housing for Adults Transitioning To or From Olancho Home

	Maximum Points Available	NFI North	Seven Hills New Hampshire, Inc. Disqualified
Technical			Disqualified
Experience (O1)	33	33	N/A
Care Coordination (O2)	35	24	N/A
Service Provision (O3)	30	25	N/A
Housing (O4)	30	22	N/A
Whole-Person Care (O5)	25	22	N/A
Reporting (O6)	25	22	N/A
Subtotal - Technical	178	148	N/A
Cost			Disqualified
Budget Sheet (Appendix E)	70	61	N/A
Program Staff List (Appendix F)	30	23	N/A
Subtotal - Cost	100	84	N/A
TOTAL POINTS	278	232	N/A
TOTAL PROPOSED VENDOR COST		\$4,590,125	N/A

Reviewer Name	Title
1. Michael Walsh	Administrator
2. Josh Gehring, M.Ed	Clinical Administrator
3. Jamie Kelly	DBHHS Housing Specialist
4. Travis Newton	Homeless Outreach Service Coordinator

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2023-0214-03-SUPPO

Project Title Supported Housing for Adults Transitioning To or From Glencott Home

	Maximum Points Available	NFI North
Technical		
Experience (O1)	25	22
Care Coordination (O2)	15	12
Service Provision (O3)	20	17
Housing (O4)	20	18
Whole-Person Care (O5)	15	11
Reporting (O6)	15	15
Subtotal - Technical	110	96
Cost		
Budget Sheet (Appendix E)	70	44
Program Staff List (Appendix F)	30	21
Subtotal - Cost	100	65
TOTAL POINTS	210	161
TOTAL PROPOSED VENDOR COST		\$7,541,600

Reviewer Name

Title

1. Karl Henager
2. Josh Gehring, M.Ed
3. Tabitha Coykendal
4. Tanja Gottfredsen

1. CMAA Coordinator
2. Clinical Administrator
3. Program Specialist II
4. Business Administrator

Subject: Supported Housing for Adults Transitioning To or From Glenclyff Home (RFP-2023-DBH-05-SUPPO-01)

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

AGREEMENT

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

GENERAL PROMISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name NEI North, Inc.</p>		<p>1.4 Contractor Address 40 Park Lane Contocook, NH 03229</p>	
<p>1.5 Contractor Phone Number (603) 746-7550</p>	<p>1.6 Account Number 05-95-92-922010-41170000</p>	<p>1.7 Completion Date 6/30/2025</p>	<p>1.8 Price Limitation \$10,987,684</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by: <i>Paul Dann</i> Date: 5/23/2023</p>		<p>1.12 Name and Title of Contractor Signatory Paul Dann Executive Director</p>	
<p>1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 5/25/2023</p>		<p>1.14 Name and Title of State Agency Signatory Katja S. Fox Director</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By: <i>Polym Quinno</i> On: 5/27/2023</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glenclyff Home
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glenclyff Home
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide four (4) separate, five (5)-bed specialty residential programs that provide the supported housing services described in this Agreement for individuals transitioning from and/or awaiting admission to Glenclyff Home, and who are experiencing one (1) or more of the following:
 - 1.1.1. Serious mental illness (SMI) or serious and persistent mental illness (SPMI);
 - 1.1.2. Serious mental illness (SMI) or serious and persistent mental illness (SPMI) with a co-occurring diagnosis of:
 - 1.1.2.1. A substance use disorder;
 - 1.1.2.2. An intellectual or developmental disability;
 - 1.1.2.3. Acquired brain disorder; or
 - 1.1.2.4. Complex medical needs;
- 1.2. The Contractor must ensure services are available to individuals statewide and the physical locations are located in regions as approved by the Department.
- 1.3. For the purposes of this Agreement, all references to days mean calendar days, excluding state and federal holidays.
- 1.4. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8 am to 4 pm.
- 1.5. Community-Based Housing
 - 1.5.1. The Contractor must stand up a community-based residential model and comply with all State licensing, certification, and residential rules. The Contractor must ensure the implementation of:
 - 1.5.1.1. Four (4) community-based residences with the capacity to serve five (5) individuals each, in accordance with New Hampshire Administrative Rule He-M 1002, Certification Standards for Behavioral Health Community Residences, and New Hampshire Administrative Rule He-P 800, Residential Care and Health Facility Rules, Part 814, Community Residences at the Residential Care and Supported Residential Care Level, referenced as He-P 814.
 - 1.5.1.2. Two (2) locations within approximately six (6) months of the contract effective date, or as otherwise approved by the Department.

**New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glenclyff Home
EXHIBIT B**

- 1.5.1.3. The remaining two (2) locations within approximately nine (9) months of the contract effective date, or as otherwise approved by the Department.
- 1.5.2. The Contractor must prioritize locations that are in close proximity to each other and have easy access to community services and activities, and support opportunities for community engagement.
- 1.5.3. The Contractor must operate a smoke free program that:
 - 1.5.3.1. Supports a culture of wellness; and
 - 1.5.3.2. Actively provides or facilitates connection to tobacco intervention services to all individuals who are former or current smokers, to include:
 - 1.5.3.2.1. Appropriate supports to help former smokers maintain their non-smoking status; and
 - 1.5.3.2.2. Ongoing smoking cessation treatments such as the "Healthy Choices- Healthy Changes" program for current smokers.
- 1.5.4. The Contractor must operate an ADA compliant residence and provide individualized services for the following levels of service intensity:
 - 1.5.4.1. Level 1: Residential Program – Requirements include:
 - 1.5.4.1.1. Support services must be provided 24 hours a day, seven (7) days a week to meet individualized service needs;
 - 1.5.4.1.2. Supervision must be on site when individuals are home;
 - 1.5.4.1.3. Overnight supervision must be provided by awake staff stationed on the premises, or in a nearby apartment or office if safety can be maintained with the additional use of safety and security related devices or services;
 - 1.5.4.1.4. Staff must be trained and capable of providing hands-on personal care assistance, as needed, to meet individualized service needs;
 - 1.5.4.1.5. Nursing services must be provided as needed to meet individual service needs

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**New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glenclyff Home
EXHIBIT B**

and must be available on call 24 hours a day, seven (7) days a week;

1.5.4.1.6. Staff must be trained and available to administer and/or monitor medications 24 hours a day, seven (7) days a week; and

1.5.4.1.7. Staff must be available to provide mental health services as required in the individual service plan and residential rules.

1.5.4.2. Level 2 Residential Program + Nursing – Must meet all of Level 1 requirements plus:

1.5.4.2.1. Nursing services must be provided on-site a minimum of 20 hours per week.

1.5.5. The Contractor must ensure:

1.5.5.1. The length of stay for individuals in the residence is based on clinical need; and

1.5.5.2. The transition of individuals to less restrictive environments, as clinically indicated, is observed.

1.5.6. The Contractor must ensure individuals, whose service intensity level increases or decreases over time, may transition into another setting that meets the individual's changing service intensity needs, if available, and approved by the individual, their guardian (if applicable), the new provider, and the Department.

1.6. Program Admission Requirements

1.6.1. The Contractor must limit admission to the program to individuals:

1.6.1.1. In accordance with the service intensity levels, as approved by the Bureau of Mental Health Services;

1.6.1.2. Within the Department approved community environment and capacity limitations; and

1.6.1.3. For individuals transitioning from or diverting admission to Glenclyff Home.

1.6.2. The Contractor must:

1.6.2.1. Establish an admission process, approved by the Department, to ensure the successful entry of accepted individuals into the program;

1.6.2.2. Accept and prioritize referrals in the following order of priority:

1.6.2.2.1. Priority 1: Glenclyff Home residents;

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**New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glencliff Home
EXHIBIT B**

- 1.6.2.2.2. Priority 2: Current New Hampshire Hospital (NHH) patients who are awaiting admission to Glencliff Home;
- 1.6.2.2.3. In the event there are no candidates under review or anticipated from Priority Areas 1 or 2, the Contractor may consider admissions from:
 - 1.6.2.2.3.1. Any individual awaiting admission to Glencliff Home who is currently receiving services in a DRF or nursing facility; and
 - 1.6.2.2.3.2. Any individual awaiting admission to Glencliff Home who is currently receiving community-based services and supports;
- 1.6.2.3. Adhere to a Department-approved written referral protocol that includes a review and evaluation of the individual's current situation, including clinical records, assessment of intensity of service need level, and anticipated duration of need, and referral disposition;
- 1.6.2.4. Maintain a list of referred individuals, in order of referral date and by service intensity need level, for whom admission is sought, but occupancy is not yet available;
- 1.6.2.5. Collaborate with the Department on the data elements to be captured in the list;
- 1.6.2.6. Seek approval from the Department, in writing, prior to accepting any referrals for admission and transition into the supportive housing program;
- 1.6.2.7. Respond to all referrals, in writing, as to the individual's acceptance or denial into the residential program. If there are contingencies placed on the acceptance or if the referral is denied, the Contractor must provide, in writing, an explanation of contingencies or reason for denial to the individual;
- 1.6.2.8. Respond to the individual, with a decision in writing, within 14 business days of receipt with a copy emailed or hard mailed to the Department; and

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EXHIBIT B**

- 1.6.2.9. Once admitted, if the individual is not successful in the transition process, the Contractor must communicate with the referring entity verbally, within 24 hours, and in writing within 14 business days, as to the reason(s) for the unsuccessful transition.
- 1.6.2.10. Make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 1.6.3. Notify any individual who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire RSA 126-A:5. The Contractor must have a discharge process that:
- 1.6.3.1. Includes a requirement to ensure participation in discharge planning meetings with natural supports, community mental health programs and other involved providers and stakeholders specific to the individual, including natural supports, as appropriate;
- 1.6.3.2. Provides a written discharge plan that must include the following:
- 1.6.3.2.1. An evaluation of the individual's current situation;
- 1.6.3.2.2. The individual's current mental health and healthcare status; and
- 1.6.3.2.3. Transition plan for the individual's transition into another level of care, or otherwise transition to a less restrictive environment or more intensive environment, as appropriate to meet the individual's care needs;
- 1.6.3.3. Develops and implements a collaborative relationship with the community mental health center and natural supports to develop treatment plans designed to return each individual to the community where applicable;
- 1.6.3.4. Involves the individual's natural supports to support integration into the community, with the individual's consent; and
- 1.6.3.5. Identifies any barriers to placement in a less intensive community setting and a plan to overcome those barriers; if clinically appropriate, with emphasis on the

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EXHIBIT B**

interventions necessary to promote more opportunities for community integration.

- 1.6.4. The Contractor must provide the written processes for referrals, admissions, evaluations and discharges to the Department no later than 30 days from the contract effective date. The Contractor must ensure the procedures:
- 1.6.4.1. Outline the process to identify the individuals' service level needs; and
- 1.6.4.2. Outline how facilitated connection to and engagement with community based service providers will occur.
- 1.6.5. The Contractor must provide complaint manager services by designating a staff member to perform the responsibilities of complaint manager in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services, referred to as He-M 204.
- 1.6.6. The Contractor must submit an admission process plan and a discharge/transition plan to the Department for approval within 30 days from the contract effective date.
- 1.6.7. The Contractor must assist each individual with securing a local primary care physician (PCP), dentist, and referrals to other medical professionals as requested or required, of the client's choosing, within 30 days from the contract effective date, and must coordinate the individual's care with the PCP.
- 1.6.7.1. The Contractor must exchange health information at regular intervals with the written consent of the client or guardian.
- 1.6.8. The Contractor must coordinate care with the legal system, as applicable to each individual, by assessing the legal commitment status of clients residing in the program and if deemed appropriate, provide for the continuation of the commitment via the proper legal process. The Contractor must also provide coordination of care with the legal system when indicated, including the NH Department of Corrections, the applicable NH County Attorney's Office, and the NH Attorney General's Office.
- 1.6.9. The Contractor must comply with all state and federal laws and regulations pertaining to the licensure and operation of the community residential program.

1.7. Supported Housing Services

**New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glenclyff Home.
EXHIBIT B**

- 1.7.1. The Contractor must provide integrated treatment across three interlocking areas of focus, where appropriate, to meet individual needs that include Clinical and Medical Services, Supported Employment and Vocational Services, and Residential Life Services. The Contractor must ensure an integrated dual diagnosis approach as well as the use of evidence-based practices (EBP) such as:
 - 1.7.1.1. Dialectical Behavior Therapy;
 - 1.7.1.2. Acceptance and Commitment Therapy;
 - 1.7.1.3. Wellness Recovery Action Plan;
 - 1.7.1.4. Cognitive Behavioral Therapy, including, but not limited to the following focused groups:
 - 1.7.1.4.1. Seeking Safety;
 - 1.7.1.4.2. Wellness Management;
 - 1.7.1.4.3. Substance Abuse Disorder (SUD) services provided by a Licensed Alcohol and Drug Counselor (LADC) certified staff member;
 - 1.7.1.5. Other specialized treatment services, as necessary, to meet clinical need.
- 1.7.2. Clinical and Medical Services:
 - 1.7.2.1. The Contractor must ensure the treatment team meets the level of care needed for residents as defined in the individualized service plans. As clinically appropriate, the treatment team shall be:
 - 1.7.2.1.1. Composed of the program's psychiatrist, clinical care coordinator, nurse, licensed nurse assistant (LNA), direct care staff, clinician, and peer support specialist, as well as other relevant professionals;
 - 1.7.2.1.2. Certified in ANSA (Adult Needs and Strengths Assessment).
 - 1.7.2.2. The Contractor must complete individual service plans for individuals in accordance with New Hampshire Administrative Rules He-M 401 and He-M 408.
 - 1.7.2.3. The Contractor must:
 - 1.7.2.3.1. Assist individuals to improve their mental health, physical health, and overall well-being in a community-based setting and

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- 1.7.2.3.2. Support individual wellness and recovery through direct service provision, and referrals, and linkage with community-based services and supports, based on clinical need, that may include, but not be limited to:
 - 1.7.2.3.3. Hands-on personal care services.
 - 1.7.2.3.4. Whole-health support services.
 - 1.7.2.3.5. Mental health services, including individual, group and family counseling.
 - 1.7.2.3.6. Peer and recovery services.
 - 1.7.2.3.7. Reactional therapy.
 - 1.7.2.3.8. Behavioral therapy.
 - 1.7.2.3.9. Substance use disorder (SUD) services.
 - 1.7.2.3.10. Smoking cessation services.
 - 1.7.2.3.11. Nutrition education and exercise programs.
 - 1.7.2.3.12. Brain injury services.
 - 1.7.2.3.13. Intellectual disability services.
 - 1.7.2.3.14. Primary or specialty medical services.
 - 1.7.2.3.15. Medication management.
- 1.7.2.4. The Contractor must provide Illness Management and Recovery (IMR) on an individual or group basis in accordance with New Hampshire Administrative Rule He-M 426, Community Mental Health Services.
- 1.7.2.5. The Contractor must provide treatment for individuals with co-occurring disorders. The Contractor must ensure:
 - 1.7.2.5.1. Motivational Interviewing (MI) strategies are used;
 - 1.7.2.5.2. Weekly SUD groups are conducted that follow the Cycles of Change, 12 Step, and Stages of Recovery curriculum; and

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1.7.2.5.3. Peer Support Specialists run a weekly peer support group for individuals with co-occurring disorders.

1.7.3. Supported Employment and Vocational Services

1.7.3.1. The Contractor must utilize supported employment as appropriate. The Contractor must ensure:

1.7.3.1.1. Individuals are assisted to develop their skills and capabilities in a way that aligns with their own interests and desires while helping them to realize the therapeutic benefits of work experience;

1.7.3.1.2. Vocational training opportunities closely match individuals' areas of interest, and skill building includes individualized skill development;

1.7.3.1.3. In-community work opportunities are developed; and

1.7.3.1.4. In-community volunteer opportunities are developed in order to advance individuals' abilities to work with the public and complete duties that will transfer into paid employment.

1.7.3.2. The Contractor must address the educational needs of individuals by offering services, including, but not limited to:

1.7.3.2.1. Tutoring in basic literacy.

1.7.3.2.2. Accessing off-campus classes and online learning.

1.7.3.2.3. Assistance with pursuing high school diplomas and/or taking college courses as appropriate.

1.7.3.3. The Contractor must provide real-time support to assist individuals with overcoming any challenges they may be experiencing, including, but not limited to:

1.7.3.3.1. Providing on-site assistance in the workplace to address concerns when they arise.

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1.7.3.3.2. Working closely with the Clinical and Medical Services and Residential Life teams to ensure that support for each individual is aligned with the whole-person goals established through the treatment planning process.

1.7.3.4. The Contractor must ensure individuals, who may not be prepared to pursue supported employment, have the ability to participate in weekly therapeutic activities and clinical groups, and day treatment options that support the individual's wellbeing and goals, and provide opportunities for social, prevocational, and life skills development.

1.7.4. Residential Life Services

1.7.4.1. The Contractor must use its Normative Community Approach to establish a respectful and caring environment that is mindful of each individual's right to privacy and shared responsibilities that are a part of a community residence.

1.7.4.2. The Contractor must ensure that the Residential Life Services team works in conjunction with the individuals to ensure that the residence is a clean, safe and supportive place to live.

1.7.4.3. The Contractor must ensure each residence has weekly group meetings designed to enhance communication, resolve concerns and plan on-site and off-site events. The Contractor must ensure group meetings include, but are not limited to:

1.7.4.3.1. *House meetings* – to organize the week's menu; identify shopping needs; designate chore responsibilities; and plan activities.

1.7.4.3.2. *Community meetings* – to share concerns or ideas about how the community is working together; to focus on celebrations; to enhance socialization skills; and to practice skills developed through IMR treatment groups and Recovery Action Plans.

1.7.4.3.3. *Call groups* - to address any challenges that impact all residents on an as needed basis.

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1.7.4.3.4. Weekly schedules that are determined, in part by the individuals served, with topics and educational groups chosen by program participants, and curriculum developed by staff, which is renewed every 12 weeks.

1.7.4.4. The Contractor must assist individuals, through hands-on care, instruction or queuing, to improve and maintain daily living skills, personal development, and engagement in community activities, including, but not limited to:

1.7.4.4.1. Personal decision making.

1.7.4.4.2. Budgeting, shopping, and other functional skills.

1.7.4.4.3. Medication administration, monitoring and/or management.

1.7.4.4.4. Household chores and responsibilities.

1.7.4.4.5. Interpersonal skills building, including, but not limited to:

1.7.4.4.6. Accessing a wide range of integrated community activities such as recreational, vocational, cultural, and other opportunities.

1.7.4.4.7. Participating in religious services and practices of preference.

1.7.4.5. The Contractor must ensure ongoing learning opportunities that recognize individual strengths and needs include, but are not limited to:

1.7.4.5.1. Community living skills.

1.7.4.5.2. Doing laundry.

1.7.4.5.3. Managing medication.

1.7.4.5.4. Maintaining a home, including cleaning.

1.7.4.5.5. Prepping and cooking meals.

1.7.4.5.6. Engaging in appropriate recreational activities.

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- 1.7.4.6. Choosing and wearing clothing that is neat, clean, in good condition, and appropriate to the season and activity;
- 1.7.4.7. The Contractor must ensure Residential Life Services are closely aligned with Clinical and Medical Services and Supported Employment and Vocational Services to account for the clinical and vocational goals identified in individuals' treatment plans in order to ensure the residential living experience is an opportunity for individuals to develop their ADL's and IADL's, and move forward in their recovery and rehabilitation.
- 1.7.5. Targeted Case Management, Care Coordination and Transitional Services
 - 1.7.5.1. The Contractor must provide Targeted Case Management (TCM) Services in accordance with New Hampshire Administrative Rule He-M 426.
 - 1.7.5.1.1. Individuals who qualify for Developmental Disabilities waiver services may be eligible for dual case-management services through the Area Agency provider. If applicable, the Contractor must ensure waivers are submitted to the Department through a standard waiver form.
 - 1.7.5.2. The Contractor must provide support and skills training for individuals to improve independence in daily living skills, achieve wellness and recovery goals, and prepare individuals to maintain living in the least restrictive environment based on the individual's specific needs and goals.
 - 1.7.5.3. The Contractor must ensure Peer Support Specialists are available to:
 - 1.7.5.3.1. Support individuals with developing their capacity to transition into community settings;
 - 1.7.5.3.2. Connect individuals transitioning into the community to peer support organizations; and
 - 1.7.5.3.3. Conduct 90-day follow-up visits with individuals who have transitioned to community settings.

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1.7.5.4. The Contractor must ensure recovery and resiliency approaches include:

1.7.5.4.1. Access to services that promote the values of recovery and resiliency through an emphasis on strength-based approaches and person-centered service planning; and

1.7.5.4.2. Individual care plan goals that identify, cultivate and sustain relationships with natural and formal supports in order to create supportive networks that promote recovery and wellness skills.

1.7.5.5. The Contractor must provide and/or collaborate with the individual's substance use disorder, intellectual disability, brain injury, home health, CFI and medical providers, if applicable, to delineate:

1.7.5.5.1. The services to be provided under this residential program; or

1.7.5.5.2. The services to be provided under other community-based service programs in accordance with New Hampshire Administrative Rules, as applicable, and to further delineate the providers responsible to meet the individual's remaining service needs.

1.7.5.6. The Contractor must seek, or collaborate with relevant providers to seek a waiver of service limitations in the event an individual care plan indicates service intensity needs in excess of applicable Medicaid limitations.

1.7.5.6.1. Waivers are reviewed and approved by the Department within 45 days from submission. If the waiver granted does not sufficiently meet the service intensity needs, all services that are not reimbursable under Medicaid will be allowable for reimbursement under contracted general funds based on applicable licensing.

1.7.5.7. The Contractor must maintain active status as a Medicaid provider through the Department's Medicaid program.

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- 1.7.5.8. In the event the Department incorporates Medicaid eligible residential programs and community residence services into its agreements with its Managed Care contractors, the Contractor will be notified by the Department and provided one hundred and twenty (120) days to enroll as a provider of such services with the Managed Care contractors.
- 1.7.5.9. The Contractor must ensure services and supervision under this residential program are limited based on the applicable licensing requirements, allowable enrolled Medicaid provider limitations, and limited to the needs identified in the individual's care plan.
- 1.7.5.10. The Contractor must ensure services are not otherwise provided and reimbursable under existing Medicaid waiver programs pertaining to the individual's care, including Developmental Disabilities, Acquired Brain Disorder, Choices for Independence, or other services covered under the NH Medicaid State Plan or amendments thereof.
- 1.7.5.11. The Contractor must assist individuals to manage their benefits through Medicare and Medicaid, or any other benefits for which individuals may qualify.

1.8. Staffing

- 1.8.1. The Contractor must recruit and retain qualified individuals in accordance with NH Administrative Rule He-M 1002 and/or He-P 814, and for the staffing needs specified herein ("Contractor Personnel"), and as otherwise necessary to fulfill the requirements described herein. The Contractor shall ensure:
 - 1.8.1.1. All Contractor Personnel provided are employees or consultants of the Contractor.
 - 1.8.1.2. No Contractor Personnel are employees of the State of New Hampshire.
- 1.8.2. The Contractor agrees that one (1) full-time equivalent (FTE) is equal to one (1) full-time employee who works forty (40) hours per week.
- 1.8.3. The Contractor must provide staff as indicated in Table 1 below as the Contractor Personnel, which outlines the FTE allocation limits for the staffing model for one (1) community-based residence. The Contractor agrees to modify staffing allocations, approved by the Department, as follows:

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- 1.8.3.1. The location of the remaining community-based residences and the ability to achieve economies of scale; and
- 1.8.3.2. Residence(s) must only be staffed to meet the level of need required by residents per individualized service plans. The maximum anticipated staffing array is outlined below.

Table 1.

Position Title	FTE Allocations
Direct Service Staff	
Clinical Care Coordinator	1.00
Registered Nurse (RN)	2.00
Licensed Nurse Assistant (LNA)	8.00
Direct Care Supervisor	4.00
Direct Care Counselors	16.00
Relief Staff – Direct Care Counselor	2.00
Administrative Staff	
Regional Director	.10
Program Director	1.00
Assistant Program Director	2.00
Clinical Director	.20

- 1.8.4. The Contractor must ensure the Clinical Care Coordinator oversees the clinical operations of the program by providing:
 - 1.8.4.1. Clinical supervision of staff and supervising the program's clinicians; and
 - 1.8.4.2. Individual and group treatment services to program participants;
- 1.8.5. The Contractor must ensure the RNs:
 - 1.8.5.1. Work closely with the Clinical Coordinator to ensure individuals' medical and psychiatric needs are addressed; are
 - 1.8.5.2. Are available on-site during days and weekends, and/or are on-call as needed to meet clinical needs.

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- 1.8.6. The Contractor must ensure the LNAs:
 - 1.8.6.1. Work under the supervision of the RNs; and
 - 1.8.6.2. Provide support for individuals' IADLs and ADLs.
- 1.8.7. The Contractor must ensure the Direct Care Supervisors:
 - 1.8.7.1. Supervise the operations at the established community-based residence(s);
 - 1.8.7.2. Work closely with the entire management team to ensure the integration of care; and
 - 1.8.7.3. Work on-site while residents are at home in the residence, and provide supervision to Direct Care Counselors.
- 1.8.8. The Contractor must ensure that Direct Care Counselors are on duty during the evening hours and awake Direct Care Counselors are on duty during the third shift. The Contractor must ensure the Direct Care Counselors:
 - 1.8.8.1. Support individuals from a whole person perspective;
 - 1.8.8.2. Assist with developing IADLs, ADLs, and other various vocational activities;
 - 1.8.8.3. Assist individuals with achieving goals identified within their treatment plan;
 - 1.8.8.4. Assist individuals with their appointments; and
 - 1.8.8.5. Provide supported employment and vocational services that encourage participant choice and preference.
- 1.8.9. The Contractor must ensure the Relief Staff provide coverage for holidays, vacations, and sick time when there is a need to cover a shift due to a Direct Care Counselor's absence.
- 1.8.10. The Contractor must ensure the Regional Director:
 - 1.8.10.1. Oversees the Supported Housing Services program in New Hampshire;
 - 1.8.10.2. Actively works to identify and implement four (4) community-based residences; and
 - 1.8.10.3. Provides supervision and support to the Program Director(s) at each community-based residence.
- 1.8.11. The Contractor must ensure the Program Director:

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- 1.8.11.1. Provides the overall daily operation and oversight of the Supported Housing Services program at a local community-based residence;
 - 1.8.11.2. Coordinates the administrative team, including the heads of the three (3) program service components; and
 - 1.8.11.3. Ensures program integrity and resources necessary for ongoing success.
- 1.8.12. The Contractor must ensure the Assistant Program Director:
- 1.8.12.1. Provides administrative and managerial support to the Program Director;
 - 1.8.12.2. Oversees the residential life services component of the program; and
 - 1.8.12.3. Provides support and supervision within the supported employment and vocational services component of the program.
- 1.8.13. The Contractor must ensure the Clinical Director:
- 1.8.13.1. Oversees the clinical work within the supported housing service array; and
 - 1.8.13.2. Provides support to the Clinical Coordinator(s).
- 1.8.14. In addition to the staffing model described in Table 1 and Subsections 1.8.4. through 1.8.13., the Contractor must ensure that a 1.00 FTE Peer Support Specialist is available to work across the programs.
- 1.8.15. The Contractor must ensure all background checks are conducted in compliance with New Hampshire Administrative Rule He-M 403.07.
- 1.8.16. The Contractor must ensure its on-call services are available 24 hours per day/ 365 days per year, or as clinically indicated, and include, but are not limited to:
- 1.8.16.1. An on-call schedule that includes management, nursing and licensed clinicians;
 - 1.8.16.2. Psychiatric coverage when Contractor's psychiatrists are not on site; and
 - 1.8.16.3. Ready access to regional and executive leadership.

1.9. Confidential Data

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- 1.9.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit E, DHHS Information Security Requirements.
 - 1.9.2. The Contractor must ensure any staff and/or volunteers involved in delivering services through the contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit E. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
 - 1.9.3. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor(s) if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:
 - 1.9.3.1. How PII is gathered and stored;
 - 1.9.3.2. Who will have access to PII;
 - 1.9.3.3. How PII will be used in the system;
 - 1.9.3.4. How individual consent will be achieved and revoked; and
 - 1.9.3.5. Privacy practices.
 - 1.9.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.10. State Owned Devices, Systems and Network Usage
- 1.10.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfillment of this Agreement, the selected Vendor must:
 - 1.10.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines; and complete applicable trainings as required;

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- 1.10.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use; and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.10.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.10.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.10.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.10.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.10.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.10.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.10.1.9. Agree when utilizing the Department's email system:
 - 1.10.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.10.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.10.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.10.2. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.10.2.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.10.2.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

1.10.2.3. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.10.2.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.10.2.5. Agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign, or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately.

1.10.3. Workspace Requirement

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- 1.10.3.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.11. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, to review:
 - 1.11.1. The admission and/or discharge activities;
 - 1.11.2. Individualized service and transition plans (where applicable), for each resident; and
 - 1.11.3. Programmatic opportunities and challenges.
- 1.12. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.13. Reporting
 - 1.13.1. The Contractor must submit all required data elements to the Department's Phoenix system.
 - 1.13.2. The Contractor must submit individual client-level demographic and encounter data, which must be submitted to the Department's Phoenix system utilizing the Contractor's Electronic Health Record (EHR) system within six (6) months of contract effective date. The Contractor must ensure:
 - 1.13.2.1. All data is submitted on the format, content, completeness, frequency, method and timeliness as specified by the Department; and
 - 1.13.2.2. All client data includes a Medicaid ID number for clients who are enrolled in Medicaid, and where applicable, previously enrolled in Medicaid, and historical Medicaid ID number is available.
 - 1.13.2.3. Data elements include, but are not limited to:
 - 1.13.2.3.1. Number of beds occupied within the reporting period.
 - 1.13.2.3.2. Insurance carrier of individual.
 - 1.13.2.3.3. Referral source (e.g., Glenclyff Home, NHH, CMHPs, DRFs).
 - 1.13.2.3.4. Number of unique individuals served.
 - 1.13.2.3.5. Services provided.
 - 1.13.2.3.6. Location where services were provided.

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- 1.13.2.3.7. Length of time service or services provided.
 - 1.13.2.3.8. Diversions from hospital stays.
 - 1.13.2.3.9. Thirty day hospital readmission rates.
 - 1.13.2.3.10. Client legal status if individual is under court-ordered treatment or involved in criminal justice system.
 - 1.13.2.3.11. Client employment status.
 - 1.13.2.3.12. Client substance use disorder diagnose(s).
 - 1.13.2.3.13. Client housing status upon discharge.
 - 1.13.2.3.14. Client smoking status.
 - 1.13.2.3.15. Number of transitions that are supported into other independent living situations.
 - 1.13.2.3.16. Submitting to the Department data needed to comply with federal reporting requirements.
- 1.13.3. The Contractor must ensure quality assurance by cooperating in performance reviews and utilization reviews determined to be necessary and appropriate by the Department based on the Contractor's applicable licensing and certifications and allowable service provisions, within timeframes specified by the Department, in order to ensure the efficient and effective administration of the program, including, but not limited to:
- 1.13.3.1. Maintaining detailed client records.
 - 1.13.3.2. Regular meetings to review submitted quarterly reports to identify ongoing programmatic improvements.
 - 1.13.3.3. Annual reviews of the effectiveness of services as measured by the Adult Needs and Strengths Assessment (ANSA), or other approved Evidence-Based assessment.
 - 1.13.3.4. Evaluation of individual service encounter data submitted through the Department's Phoenix reporting system, to inform care monitoring and ongoing agency-wide quality service monitoring.
 - 1.13.3.5. Submission of monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.

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1.13.3.6. Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.

1.13.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing the deliverables as described in Section 1.13.

2. Exhibits Incorporated

2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit D, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

2.3. The Contractor must comply with Exhibits D and E, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other

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materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

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8-2.0

Contractor Initials

NFI North, Inc.

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Date

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**New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glenclyff Home
EXHIBIT B**

- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services
Supported Housing for Adults Transitioning To or From Glencliff Home
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.For the purposes of this Agreement the Department has identified:
2. The Contractor as a Subrecipient based on criteria in 2 CFR 200.331.
3. Payment shall be as follows:
 - 3.1. Payment for initial costs incurred in the effort to operationalize the program under this Agreement shall be on a cost reimbursement basis in accordance with the approved line items specified in Exhibit C-1 through no later than nine (9) months of the Effective Date of the Agreement, unless otherwise approved by the Department. The total of all such payments for initial costs shall not exceed the total amount specified in Exhibit C-1.
 - 3.2. No funds shall be used for the purchase of real property.
 - 3.3. Payment, outside of initial costs described in Section 3.1. above, shall be on a cost reimbursement basis for actual expenditures incurred net any other revenue received towards the services billed in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-2, Budget through C-3, Budget.
 - 3.3.1. The Department may recoup payments made under this Agreement, in whole or in part, in the event the Contractor fails to comply with the provisions of this Agreement, in whole or in part, and does not remedy any such failure to the Department's satisfaction including, but not limited to commencing supported housing services within the timeframes specified in Exhibit B, Scope of Services.
4. Non-Reimbursement for Services
 - 4.1. The Department shall not reimburse the Contractor for services provided through this Agreement when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:
 - 4.1.1. Services covered by any insurance or third-party payor.
 - 4.1.2. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.
 - 4.1.3. Services covered by Medicare for individuals who are eligible for Medicare.

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EXHIBIT C**

4.2. The Contractor may directly bill the Department as a payer of last resort to access contract funds provided through this Agreement for actual expenditures incurred net any other revenue received.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Property Standards

5.1. Insurance coverage.

5.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

5.2. Real property improvement.

5.2.1. Subject to the obligations and conditions set forth in this section, title to real property improved in whole or in part with State funds under this Agreement (herein "real property") will vest upon acquisition in the Contractor.

5.2.2. Except as otherwise provided by State statutes or by the Department, the Contractor must use the real property for the purpose originally authorized by the State as long as needed for that purpose, during which time the Contractor must:

5.2.2.1. Not dispose of or encumber its title or other interests without prior State approval.

5.2.2.2. Confirm the real property continues to be used for the originally authorized purpose. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

5.2.2.2.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the costs of any improvements to the fair market value of the property; However, in those situations where the Contractor is disposing of real property improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition

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

may be used as an offset to the cost of the replacement property;

5.2.2.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original cost of any improvements to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return; or

5.2.2.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the cost of any improvements to the current fair market value of the property.

5.3. Equipment:

5.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

5.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions. The Contractor must:

5.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

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EXHIBIT C

- 5.3.2.2. Not encumber the property without approval of the State.
- 5.3.2.3. Use and dispose of the property in accordance with Paragraph 6.2., Paragraph 6.2.1. and Paragraph 6.3.5.
- 5.3.3. Use.
 - 5.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.
 - 5.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.
 - 5.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 5.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
 - 5.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use, and

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- condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 5.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
 - 5.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 5.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
 - 5.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 5.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:
- 5.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 5.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
 - 5.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its

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attributable percentage of the current fair market value of the property.

5.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

6. Property Relationship and Liens

6.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Contractor for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301.

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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EXHIBIT C**

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
11. Audits
 - 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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

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

Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

Contractor Name: *NFI North, Inc.*Budget Request for: *Supported Housing (Four 5-bed Programs)*Budget Period: *SFY2023*Indirect Cost Rate (if applicable): *0.00%*

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$95,000
2. Fringe Benefits	\$25,650
3. Staff Recruitment	\$16,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$736,000
5. Supplies	\$72,000
6. Travel	\$0
7. Facility	\$0
8. Capital Costs	\$0
9. Other (specify below)	
<i>Other (household furniture and supplies)</i>	\$225,000
<i>Other (please specify)</i>	\$0
Total Direct Costs	\$1,169,650
Total Indirect Costs	\$0
TOTAL	\$1,169,650

Contractor Initials

Date: 5/23/2023

Exhibit C-2 Budget

RFP-2023-DBH-05-SUPPO-01

New Hampshire Department of Health and Human Services

Contractor Name: AFI North, Inc.
 Budget Request for: Transitional Housing RFP-2023-DBH-05-SUPPO-01 (Four 5-Bed programs)
 Budget Period: 7/1/2023 - 6/30-2024
 Indirect Cost Rate (if applicable) 10.00%

Line Item	TOTAL Budget	Program Cost - Contractor Shared Match / 3rd Party Revenue	Program Cost - Funded by OHD
1. Salary & Wages	\$3,548,916	\$978,516	\$2,608,400
2. Fringe Benefits	\$944,400	\$280,132	\$704,268
3. Consultants	\$336,400	\$36,400	\$300,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0	\$0
5.(a) Supplies - Educational	\$4,000	\$4,000	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$40,000	\$20,000	\$20,000
5.(d) Supplies - Medical	\$20,000	\$20,000	\$0
5.(e) Supplies Office	\$49,584	\$29,584	\$20,000
6. Travel	\$78,320	\$18,320	\$60,000
7. Salaries	\$8,000	\$2,000	\$6,000
8.(a) Other - Marketing/Communications	\$9,000	\$5,000	\$4,000
8.(b) Other - Education and Training	\$27,600	\$13,600	\$14,000
8.(c) Other - Other (please specify)	\$83,096	\$83,096	\$0
Other (please specify)	\$577,480	\$258,860	\$320,620
Other (please specify)	\$295,756	\$45,756	\$180,000
Other (please specify)	\$208,216	\$268,216	\$0
9. Subrecipient Contracts			
Total Direct Costs	\$8,478,748	\$2,061,280	\$4,415,468
Total Indirect Costs	\$847,675	\$708,178	\$441,547
TOTAL	\$7,124,423	\$2,769,458	\$4,857,915

Contractor Initials: PD
 Date: 5/11/2023

Exhibit C-3 Budget

RFP-2023-DBH-05-SUPPO-01

New Hampshire Department of Health and Human Services

Contractor Name: NRI Home, Inc.
 Budget Request for: Transitional Housing RFP-2023-DBH-05-SUPPO-01 (Four 6-Bed programs)
 Budget Period: 7/1/2024 - 6/30-2025
 Indirect Cost Rate (if applicable): 19.00%

Line Item	TOTAL Budget	Program Cost - Contractor Share/ Match / 3rd Party Revenue	Program Cost - Funded by DBHHS
1. Salary & Wages	\$3,784,800	\$1,878,198	\$2,685,604
2. Fringe Benefits	\$1,018,496	\$291,343	\$725,113
3. Consultants	\$584,000	\$49,000	\$515,000
4. Equipment	\$0	\$0	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.			
5.(a) Supplies - Educational	\$4,000	\$4,000	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$34,000	\$24,000	\$10,000
5.(d) Supplies - Medical	\$20,000	\$20,000	\$0
5.(e) Supplies - Office	\$49,584	\$29,584	\$20,000
6. Travel	\$78,320	\$18,320	\$60,000
7. Software	\$0,000	\$2,000	\$4,000
8.(a) Other - Marketing/Communications	\$8,000	\$4,000	\$4,000
8.(b) Other - Education and Training	\$25,800	\$19,800	\$10,000
8.(c) Other - Other (specify below)	\$87,240	\$87,240	\$0
Other (please specify)	\$492,856	\$178,358	\$318,300
Other (please specify)	\$203,000	\$43,000	\$160,000
Other (please specify)	\$268,218	\$268,218	\$0
9. Subscriptions/Contracts			
Total Direct Costs	\$8,819,812	\$2,198,895	\$6,510,917
Total Indirect Costs	\$681,991	\$210,990	\$431,007
TOTAL	\$9,501,803	\$2,409,885	\$6,941,914

Contractor Initial: PD
 Date: 5/11/24



New Hampshire Department of Health and Human Services

Exhibit D

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions**

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

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Exhibit D

- 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

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Date



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Exhibit D

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

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

(3) Obligations and Activities of Business Associate

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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Contractor Initials

PHI
[Signature]

5/23/2023

Date



New Hampshire Department of Health and Human Services

Exhibit D

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

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Exhibit D

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 D. 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 D, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials PD

Date 5/23/2023



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Exhibit D

e. Segregation. If any term or condition of this Exhibit D 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 D are declared severable.

f. Survival. Provisions in this Exhibit D 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 D.

Department of Health and Human Services

NFI North, Inc.

The State

Name of the Contractor

Katja S. Fox

Paul Dann

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Paul Dann

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

5/25/2023

5/23/2023

Date

Date

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements



A. Definitions:

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

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

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

iii. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov