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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
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May 19, 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 enter into contracts with the Contractors listed below in an amount not to exceed \$4,600,000 to provide statewide Care Management Entity services to manage and coordinate care services for children, youth and their caregivers with complex mental and/or behavioral health needs, with the option to renew for up to four (4) additional years, effective July 1, 2025, upon Governor and Council approval through June 30, 2027. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Cheshire, Keene, NH	177372	Statewide	\$2,300,000
NFI North, Inc., Contoocook, NH	177575	Statewide	\$2,300,000
		Total:	\$4,600,000

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.

See attached fiscal details

EXPLANATION

The purpose of this request is to provide Care Management Entity Services to support families and caregivers in the coordination and management of care for children and youth with complex mental and/or behavioral health needs, or who are at risk of developing serious emotional or behavioral health needs, across multiple providers and settings. The Contractors will employ care coordinators to work collaboratively with children, youth and their caregivers, as well as service providers, to assess behavioral health needs and develop individualized plans to ensure that children and youth receive comprehensive, safe, and effective care across various child/youth serving entities. The Contractors will use High-Fidelity Wraparound through the Families and Systems Together (FAST) Forward and Early Childhood Wraparound program to increase early identification of family supports and interventions, and community connectedness for children, youth, and their caregivers along with the Transitional Enhanced Care Coordination program, a youth-and family-driven process, that builds on family strengths, to ensure the safe and quick transition of the youth into or out of an episode of residential treatment to an agreed-upon home or less restrictive community environment.

For Families and Systems Together (FAST) Forward Program, Early Childhood Wraparound, or Enhanced Care Coordination services provided to individuals under these agreements, the Contractors must first bill and seek reimbursement from the clients' insurance or other payer sources, including Medicaid and may only bill the Department under these agreements for individuals without health insurance or other coverage for the services received, and for allowable operational costs as specified in the agreements, for which the Contractors cannot otherwise seek reimbursement from an insurance or third-party payer.

Approximately 1000 individuals will be served during State Fiscal Years 2026 and 2027.

The Department will monitor services by reviewing quarterly reports provided by the Contractors and conducting case file reviews.

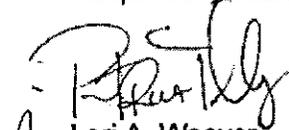
The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 20, 2025 through March 31, 2025. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to the Standard Agreement Provisions, of the attached agreements, the parties have the option to extend the agreements 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, families with children and youth with serious emotional disturbances may have fewer services available to them in their community and statewide thereby increasing the risk of developing serious emotional or behavioral health needs, across multiple providers and settings. Additionally, the lack of family supports, interventions, and community connectedness may jeopardize safe and quick transitions of youths into home or less restrictive community environments and increase out-of-state placements in higher level care facilities.

Area served: Statewide.

Respectfully submitted,


Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

100% General Funds

Vendor Name: NFI North, Inc

Vendor # 177575-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2026	102-500731	Contracts for Program Services	92102053	\$0	\$1,150,000	\$1,150,000
2027	102-500731	Contracts for Program Services	92102053	\$0	\$1,150,000	\$1,150,000
		Sub Total		\$0	\$2,300,000	\$2,300,000

Vendor Name: County of Cheshire

Vendor # 177372-B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2026	102-500731	Contracts for Program Services	92102053	\$0	\$1,150,000	\$1,150,000
2027	102-500731	Contracts for Program Services	92102053	\$0	\$1,150,000	\$1,150,000
		Sub Total		\$0	\$2,300,000	\$2,300,000

TOTAL	\$0	\$4,600,000	\$4,600,000
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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2026-DBH-01-CAREM

Project Title Care Management Entity Services

	Maximum Points Available	County of Cheshire	NFI North, Inc.
Technical			
Ability (Q1)	400	325	400
Experience and Knowledge (Q2)	400	325	400
Staffing (Q3)	200	190	195
TOTAL POINTS	1000	840	995

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal*

Reviewer Name	Title
1 <u>Daryll Tenney</u>	<u>Bureau Chief</u>
2 <u>Megan Sheehan</u>	<u>CME Administrator</u>
3 <u>Mary Kate Russo</u>	<u>Crisis and CME Program Specialist</u>
4 <u>Jamie Kelly</u>	<u>Finance</u>
5 <u>Kaylynn Trombley</u>	<u>DCYF Permanency/Adoption Supervisor</u>

Subject: Care Management Entity Services (RFA-2026-DBH-01-CAREM-01)

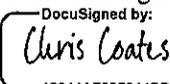
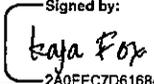
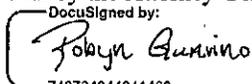
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 12 Court Street, Keene, NH 03431	
1.5 Contractor Phone Number 603-355-3023	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$2,300,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date 5/19/2025 <small>49944AE985344BD</small>		1.12 Name and Title of Contractor Signatory Chris Coates County Administrator	
1.13 State Agency Signature Signed by:  Date 5/20/2025 <small>2A0FEC7D61684E3</small>		1.14 Name and Title of State Agency Signatory Kaja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 5/21/2025 <small>748734944941460</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials  Date 5/19/2025

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials 
Date 5/19/2025

**New Hampshire Department of Health and Human Services
Care Management Entity Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2025 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:
 - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. 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.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:
 - 12.5. 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
Care Management Entity Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Care Management Entity Services to support families and caregivers in the coordination and management of care for children and youth with complex mental and/or behavioral health needs, or who are at risk of developing serious emotional or behavioral health concerns, across multiple providers and settings.
- 1.2. The Contractor must ensure services are available Statewide.
- 1.3. The Contractor must receive referrals from the Department to provide Care Management Entity (CME) services, statewide, that utilize the Families and Systems Together (FAST) Forward, Early Childhood Wraparound and Transitional Enhanced Care Coordination (TrECC) programs to coordinate and manage care services for children, youth and their caregivers, particularly those with complex mental and/or behavioral health needs. The Contractor must:
 - 1.3.1. Ensure children and youth receive comprehensive, efficient, and effective care across various entities/agencies serving children and youth, to facilitate continuity of care that aligns with the core principles and values of the NH Children's System of Care (CSoC), as follows:
 - 1.3.1.1. Family-centered and youth driven;
 - 1.3.1.2. Culturally and linguistically effective;
 - 1.3.1.3. Community based; and
 - 1.3.1.4. Trauma-informed;
 - 1.3.2. Conduct assessments, as required by the Department, using evaluation tools as described in the Department's CME Program, Policy & Procedure Manual including, but not limited to:
 - 1.3.2.1. Preparedness Tool.
 - 1.3.2.2. Child and Adolescent Needs and Strengths Assessment (CANS) including 0-5 CANS.
 - 1.3.2.3. Youth Wellbeing Scale.
 - 1.3.2.4. Young Child Wellbeing Scale.
 - 1.3.2.5. Caregiver Strain Questionnaire.
 - 1.3.2.6. World Health Organization - Five Well-Being Index (WHO-5).
 - 1.3.2.7. Meeting Rating Scale;
 - 1.3.3. Develop and implement care coordination to assist children, youth and their caregivers in receiving community-based services, by

**New Hampshire Department of Health and Human Services
Care Management Entity Services**

EXHIBIT B

identifying and coordinating multiple providers/agencies and settings including, but not limited to:

- 1.3.3.1. Department's Division for Children, Youth and Families -Child Protection Services/Juvenile Justice Services.
- 1.3.3.2. Community mental health centers.
- 1.3.3.3. Federally qualified health centers.
- 1.3.3.4. Area agencies.
- 1.3.3.5. Family resource centers;
- 1.3.4. Ensure the personnel provided to support the operations of the CME, include, but are not limited to:
 - 1.3.4.1. No less than 1 full-time equivalent (FTE) Program Director to oversee the CME operations.
 - 1.3.4.2. No less than 1 FTE Licensed Clinician to sign off on Plans of Care.
 - 1.3.4.3. Sufficient number of care coordinators to meet the case staffing ratios, for example no more than ten (10) cases per one (1) coordinator in order to work closely with children, youth, and their caregivers to:
 - 1.3.4.3.1. Assess their behavioral health needs;
 - 1.3.4.3.2. Navigate the CSoC;
 - 1.3.4.3.3. Develop individualized plans of care using assessments such as CANS and the Preparedness Tool;
 - 1.3.4.3.4. Coordinate, as part of the plan of care, Intensive In-Home Supports, when applicable, including, but not limited to Individual Service Options Intensive In-Home Services in accordance with NH Administrative Rule He-C 6339;
 - 1.3.4.3.5. Provide transitional planning; and
 - 1.3.4.3.6. Conduct crisis safety planning as needed;
 - 1.3.4.4. Facilitate access to training and coaching for care coordinators to ensure they are able to meet certification requirements in accordance with Section 1915(i) of the Social Security Act of 1935; and



**New Hampshire Department of Health and Human Services
Care Management Entity Services**

EXHIBIT B

- 1.3.4.5. Work collaboratively with any other CME that enters into a contract with the Department, to maintain continuity of care for children, youth and their caregivers in areas regarding:
 - 1.3.4.5.1. Statewide coverage of all program services;
 - 1.3.4.5.2. Instances of the child or youth and the family relocating to another covered region;
 - 1.3.4.5.3. Instances of acute psychiatric hospitalization becoming a medical necessity for a child or youth; and
 - 1.3.4.5.4. Instances of a system level collaboration being necessary due to a child or youth experiencing high-risk needs.
- 1.4. FAST Forward/Early Childhood Wraparound
 - 1.4.1. The Contractor must, in accordance with Section 3, FAST Forward and Early Childhood Wraparound, of the CME Manual and as amended, facilitate FAST Forward programs for individuals ages 5 up to 21, and Early Childhood Wraparound programs for children from 0 through age 5, including, but not limited to:
 - 1.4.1.1. Receiving referrals for service from the Department.
 - 1.4.1.2. Conducting intake.
 - 1.4.1.3. Developing and monitoring the Plan of Care.
 - 1.4.1.4. Providing care coordination services.
 - 1.4.1.5. Conducting team meetings.
 - 1.4.1.6. Maintaining contact logs and case documentation.
 - 1.4.2. The Contractor must work collaboratively with children, youth, and their caregivers as well as service providers, when assessing each family member's capabilities and challenge areas in order to develop supports and interventions. The Contractor must:
 - 1.4.2.1. Utilize the NH Wraparound Model;
 - 1.4.2.2. Enroll and payment for Medicaid 1915(i) eligible/Non-Medicaid children and youth.
 - 1.4.2.3. Connect to Family and Youth Peer Support services.
 - 1.4.2.4. Provide stipends for Customizable Goods and Services, which are those used in support of the child and family's Plan of Care (POC) for a participant receiving care coordination from a CME. All customizable goods and services

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expenditures must be used to support the individualized POC for the child and family and are to be used for reasonable and necessary costs.

- 1.4.2.5. Provide stipends for Wraparound Team Meeting attendees to increase team participation in team planning processes.

1.5. Transitional Enhanced Care Coordination

- 1.5.1. The Contractor must, in accordance with Section 4, TrECC, of the CME Manual and as amended, provide statewide integration of TrECC services for youth who are experiencing or are in need of an out-of-home episode of treatment and require a safe and quick transition into or out of the agreed upon home or less restrictive environment, including, but not limited to:

- 1.5.1.1. Receiving referrals for service from the Department.

- 1.5.1.2. Conducting intake.

- 1.5.1.3. Developing and monitoring the TrECC Plan of Care.

- 1.5.1.4. Providing care coordination services.

- 1.5.1.5. Conducting team meetings.

- 1.5.1.6. Transition service and aftercare planning.

- 1.5.1.7. Maintaining contact logs and case documentation.

- 1.5.2. The Contractor must ensure treatment is provided through a collaborative family and/or youth-driven approach that includes, but is not limited to:

- 1.5.2.1. Youth-driven planning.

- 1.5.2.2. Reliable access to crisis stabilization.

- 1.5.2.3. Resource coordination.

- 1.5.2.4. Utilization of the Transition Service Plan and Preparedness tool.

- 1.5.3. The Contractor must provide TrECC support and coordination which includes, but is not limited to:

- 1.5.3.1. Utilizing enhanced care coordination.

- 1.5.3.2. Enrollment and payment for Medicaid 1915(i) eligible / non-Medicaid eligible children and youth, when applicable.

- 1.5.3.3. Connecting to Family and Youth Peer Support services, when applicable and/or appropriate.

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1.5.3.4. Providing stipends for Customizable Goods and Services which are those used in support of the child and family's POC for a participant receiving care coordination from a CME. All Customizable Goods and Services expenditures must be used to support the individualized POC for the child and family and are to be used for reasonable and necessary costs.

1.6. Evaluation and Site Review

- 1.6.1. The Contractor must provide the Department with onsite access, upon request, to records and reports that include, but are not limited to:
 - 1.6.1.1. Program performance, including surveys of child, youth and family, direct-support staff, administrative staff to discover program strengths and/or areas of needed attention.
 - 1.6.1.2. Performance data relative to the successful alignment with the Children's System of Care and NH Wraparound values and principles.
 - 1.6.1.3. Care coordinator certification requirements.
 - 1.6.1.4. Administrative staff requirements.
 - 1.6.1.5. Documented evidence of coordination with providers certified to provide the level of services needed to support children, youth and their caregivers working with the CME.
- 1.6.2. The Contractor must participate in case file reviews and presentations which include:
 - 1.6.2.1. The review of 20 percent of enrolled 1915(i) cases during the previous fiscal year, as required by 1915(i) of the Social Security Act of 1935; and
 - 1.6.2.2. Three (3) formal case presentations, including an in-depth review, as well as provided Documentation Review Measures.
- 1.6.3. The Contractor shall participate in meetings with the Department on a weekly basis, or as otherwise requested by the Department.
- 1.6.4. The Contractor shall participate in all group meetings with the Department on a monthly basis, or as otherwise requested by the Department, with group members as determined by the Department.
- 1.6.5. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

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1.7. Reporting

- 1.7.1. The Contractor must submit quarterly reports to the Department that include aggregate, de-identified data only. Information to be included in the reports includes, but is not limited to:
 - 1.7.1.1. Service utilization data.
 - 1.7.1.2. Number of individuals admitted to residential treatment services.
 - 1.7.1.3. Discharge reasons.
 - 1.7.1.4. Child/Youth residential zip code.
 - 1.7.1.5. Demographics of individuals served including, but not limited to:
 - 1.7.1.5.1. Gender.
 - 1.7.1.5.2. Age.
 - 1.7.1.6. Evaluative program outcomes.
 - 1.7.1.7. Instances of Acute Psychiatric Hospitalization.
 - 1.7.1.8. Number of youths remaining in their home community who are receiving services and supports compared to the number of youths who still need to access residential treatment.
- 1.7.2. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 1.7.2.1. The CANS assessment tool is used with Transitional Enhanced Care Coordination, FAST Forward, and Early Childhood Wraparound programs with at least 95% of engaged children, youth, and young adults as well as their caregivers.
 - 1.7.2.2. The Young Child Well-Being Scale is used with at least 95% of families engaged in Early Childhood Wraparound.
 - 1.7.2.3. The Youth Well-Being Scale and Meeting Rating Scale assessment tools are utilized with at least 95% of engaged children, youth and young adults, and their caregivers.
- 1.7.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.8. Background Checks

- 1.8.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

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- 1.8.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.8.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 1.8.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.9. Confidential Data
- 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 Information Security Requirements Exhibit as referenced below.
 - 1.9.2. The Contractor must ensure any individuals involved in delivering services through this Agreement 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 Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.10. Privacy Impact Assessment
- 1.10.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.10.1.1. How PII is gathered and stored;
 - 1.10.1.2. Who will have access to PII;
 - 1.10.1.3. How PII will be used in the system;
 - 1.10.1.4. How individual consent will be achieved and revoked, and

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1.10.1.5. Privacy practices.

1.10.2. 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.

1.11. Contract End-of-Life Transition Services

1.11.1. General Requirements

1.11.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.11.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.11.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.11.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.



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- 1.11.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.11.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.12. Department Owned Devices, Systems and Network Usage
- 1.12.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 1.12.1.1. 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;
- 1.12.1.2. 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;
- 1.12.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.12.1.4. 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;

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- 1.12.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.12.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.12.1.7. 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."
- 1.12.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.12.1.9. Agree when utilizing the Department's email system:
 - 1.12.1.9.1. To only use a Department email address assigned to them with a "@ affiliate. DHHS.NH.Gov".
 - 1.12.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.12.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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."
- 1.12.1.10. 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:
 - 1.12.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

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- 1.12.1.10.2. 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 Agreement and annually thereafter.
- 1.12.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.12.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.12.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.
- 1.12.2. Workspace Requirement
 - 1.12.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.12.3. Completion of Transition Services
 - 1.12.3.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.12.3.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per

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the terms and conditions of the Department's Information Security Requirements Exhibit.

1.12.4. Disagreement over Transition Services Results

1.12.4.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.13. Website and Social Media

1.13.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.13.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.13.3. State of New Hampshire's Website Copyright

1.13.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

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2. Exhibits Incorporated

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. 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 E, Business Associate Agreement, which has been executed by the parties.

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:
 - 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.
 - 3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and
 - 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is

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accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other 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 reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 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. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all,

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invoices submitted to the Department to obtain payment for such services.

- 4.1.4. 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.
- 4.3. If, upon further review, 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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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Indirect Cost Rate for this Agreement as 6.33%.
3. The Contractor must bill and seek reimbursement for Families and Systems Together (FAST) Forward Program, Early Childhood Wraparound, or Enhanced Care Coordination services provided to individuals in the community pursuant to this Agreement as follows:
 - 3.1. The Contractor must first bill the clients' other insurance or payor sources.
 - 3.2. For Medicaid enrolled individuals, the Contractor must bill Medicaid for services on the Fee for Service schedule located at NHMMIS.NH.gov for the following services, with prior authorization from the Department:
 - 3.2.1. Community-based wrap-around services.
 - 3.2.2. Family peer support, self-help/peer services.
 - 3.2.3. Youth peer support, self-help, peer services.
 - 3.2.4. Mental health services not otherwise specified.
 - 3.2.5. Respite care-in the home.
 - 3.2.6. Respite care, not in the home, foster care, child, non-therapeutic.
 - 3.2.7. Respite care, not in the home, foster care, therapeutic, child.
 - 3.2.8. Respite care, not in the home, group home, child, per diem.
 - 3.3. The Contractor must bill Medicaid in accordance with the Individual Service Option codes and fee schedule set forth by the Department.
 - 3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs specified in Exhibit C-1, Budget, for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor must directly bill the Department to access contract funds provided through this Agreement.

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- 3.5. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor must bill and seek reimbursement for Transitional Enhanced Care Coordination services provided to individuals in a residential or psychiatric episode of treatment pursuant to this Agreement as follows:
 - 4.1. Up to 5 days per hospitalization billable. State General Fund dollars, \$70.00/day, up to a maximum of five (5) days.
 - 4.2. Up to 3 days per week for treatment episode. State General Fund Dollars, \$70.00/day, up to a maximum of three (3) days per week while enrolled.
5. The Contractor shall submit an invoice 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:
 - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment in accordance with Section 3, above.
 - 5.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 5.5. Is completed, dated and returned to the Department to initiate payment.
 - 5.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation

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between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. 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.

9.2.1. 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.

9.3. 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.

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.



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- 9.6. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services				
Contractor Name: <i>County of Cheshire</i>				
Budget Request for: <i>Care Management Entity Services</i>				
Indirect Cost Rate (if applicable) 6.33%				
Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Contractor Share/ Match - SFY 26	Program Cost - Funded by DHHS - SFY 27	Program Cost - Contractor Share/ Match - SFY 27
1. Salary & Wages	\$112,550	\$1,408,557	\$112,550	\$1,408,557
2. Fringe Benefits	\$52,021	\$651,035	\$52,021	\$651,035
3. Consultants	\$0	\$0	\$0	\$0
4. Equipment				
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$4,800	\$8,200	\$4,800	\$8,200
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$4,050	\$10,950	\$4,050	\$10,950
6. Travel	\$24,300	\$40,700	\$24,300	\$40,700
7. Software	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$6,000	\$45,000	\$6,000	\$45,000
8. (b) Other - Education and Training	\$10,800	\$1,700	\$10,800	\$1,700
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
8. (d) Other - TRECC Services	\$0	\$0	\$0	\$0
8. (e) Other - Rent/Occupancy	\$10,440	\$67,060	\$10,440	\$67,060
8. (f) Other - Telephone	\$3,489	\$10,511	\$3,489	\$10,511
8. (g) Other - Postage	\$0	\$440	\$0	\$440
8. (h) Other - Subscriptions	\$300	\$11,200	\$300	\$11,200
8. (i) Other - Insurance	\$0	\$1,000	\$0	\$1,000
8. (j) Other - Board Expenses	\$0	\$0	\$0	\$0
8. (k) Other - Community Mental Health	\$0	\$0	\$0	\$0
8. (l) Other - Language Services	\$0	\$1,000	\$0	\$1,000
8. (m) Other - Mental Health	\$60,000	\$290,000	\$60,000	\$290,000
8. (n) Other - Uninsured	\$300,000	\$500,000	\$300,000	\$500,000
8. (o) Other - Customizable Goods & Services	\$14,000	\$6,000	\$14,000	\$6,000
9. (a) Contracts - Youth Move (peer support)	\$120,000	\$25,000	\$120,000	\$25,000
9. (b) Contracts - NAMI NH (family support)	\$200,000	\$330,000	\$200,000	\$330,000
9. (c) Contracts - KSC-BHII (evaluation)	\$55,000	\$70,000	\$55,000	\$70,000
9. (d) Contracts - UNH-IOD (coaching)	\$72,500	\$52,500	\$72,500	\$52,500
Total Direct Costs	\$1,050,250	\$3,530,853	\$1,050,250	\$3,530,853
Total Indirect Costs	\$99,750	\$0	\$99,750	\$0
Subtotals	\$1,150,000	\$3,530,853	\$1,150,000	\$3,530,853
			TOTAL \$	2,300,000

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Date: 5/19/2025

New Hampshire Department of Health and Human Services

Exhibit D

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

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Exhibit D

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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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DHHS Information Security Requirements

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

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DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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.

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer 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;

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DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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



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Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Business Associate Agreement
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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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 PHIs in

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used,

Exhibit E

Contractor Initials used,
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New Hampshire Department of Health and Human

Exhibit E

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Cheshire County

The State

Name of the Contractor

Signed by:

Kaja Fox

DocuSigned by:

Chris Coates

Signature of Authorized Representative

Signature of Authorized Representative

Kaja Fox

chris coates

Name of Authorized Representative

Name of Authorized Representative

Director

County Administrator

Title of Authorized Representative

Title of Authorized Representative

5/20/2025

5/19/2025

Date

Date

Exhibit E

Contractor Initials

CC

CERTIFICATE OF AUTHORITY

I, Angelo DiBernardo, hereby certify that:

1. I am a duly elected County Clerk/County Official) of County of Chesire.

2. I hereby certify that Christopher Coates or Sheryl Trombly (may list more than one

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

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/21/25

Angelo DiBernardo
Signature of County Clerk/County Official
Name: Angelo DiBernardo
Title: Clerk, Cheshire County Commissioners



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857.			Date: 5/16/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Subject: Care Management Entity Services (RFA-2026-DBH-01-CAREM-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 PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Ln. Contoocook, NH 03229	
1.5 Contractor Phone Number 603-746-7550	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$2,300,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> LUKE REYNARD </div> Date 5/19/2025		1.12 Name and Title of Contractor Signatory LUKE REYNARD ED	
1.13 State Agency Signature Signed by: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Kaja Fox </div> Date 5/19/2025		1.14 Name and Title of State Agency Signatory Kaja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Fokya Guavino </div> On: 5/21/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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
Care Management Entity Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2025 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:
 - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. 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.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:
 - 12.5. 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
Care Management Entity Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Care Management Entity Services to support families and caregivers in the coordination and management of care for children and youth with complex mental and/or behavioral health needs, or who are at risk of developing serious emotional or behavioral health concerns, across multiple providers and settings.
- 1.2. The Contractor must ensure services are available Statewide.
- 1.3. The Contractor must receive referrals from the Department to provide Care Management Entity (CME) services, statewide, that utilize the Families and Systems Together (FAST) Forward, Early Childhood Wraparound and Transitional Enhanced Care Coordination (TrECC) programs to coordinate and manage care services for children, youth and their caregivers, particularly those with complex mental and/or behavioral health needs. The Contractor must:
 - 1.3.1. Ensure children and youth receive comprehensive, efficient, and effective care across various entities/agencies serving children and youth, to facilitate continuity of care that aligns with the core principles and values of the NH Children's System of Care (CSoC), as follows:
 - 1.3.1.1. Family-centered and youth driven;
 - 1.3.1.2. Culturally and linguistically effective;
 - 1.3.1.3. Community based; and
 - 1.3.1.4. Trauma-informed;
 - 1.3.2. Conduct assessments, as required by the Department, using evaluation tools as described in the Department's CME Program, Policy & Procedure Manual including, but not limited to:
 - 1.3.2.1. Preparedness Tool.
 - 1.3.2.2. Child and Adolescent Needs and Strengths Assessment (CANS) including 0-5 CANS.
 - 1.3.2.3. Youth Wellbeing Scale.
 - 1.3.2.4. Young Child Wellbeing Scale.
 - 1.3.2.5. Caregiver Strain Questionnaire.
 - 1.3.2.6. World Health Organization – Five Well-Being Index (WHO-5).
 - 1.3.2.7. Meeting Rating Scale;
 - 1.3.3. Develop and implement care coordination to assist children, youth and their caregivers in receiving community-based services, by identifying

**New Hampshire Department of Health and Human Services
Care Management Entity Services**

EXHIBIT B

and coordinating multiple providers/agencies and settings including, but not limited to:

- 1.3.3.1. Department's Division for Children, Youth and Families -Child Protection Services/Juvenile Justice Services.
 - 1.3.3.2. Community mental health centers.
 - 1.3.3.3. Federally qualified health centers.
 - 1.3.3.4. Area agencies.
 - 1.3.3.5. Family resource centers;
- 1.3.4. Ensure the personnel provided to support the operations of the CME, include, but are not limited to:
- 1.3.4.1. No less than 1 full-time equivalent (FTE) Program Director to oversee the CME operations.
 - 1.3.4.2. No less than 1 FTE Licensed Clinician to sign off on Plans of Care.
 - 1.3.4.3. Sufficient number of care coordinators to meet the case staffing ratios, for example no more than ten (10) cases per one (1) coordinator in order to work closely with children, youth, and their caregivers to:
 - 1.3.4.3.1. Assess their behavioral health needs;
 - 1.3.4.3.2. Navigate the CSoC;
 - 1.3.4.3.3. Develop individualized plans of care using assessments such as CANS and the Preparedness Tool;
 - 1.3.4.3.4. Coordinate, as part of the plan of care, Intensive In-Home Supports, when applicable, including, but not limited to Individual Service Options Intensive In-Home Services in accordance with NH Administrative Rule He-C 6339;
 - 1.3.4.3.5. Provide transitional planning; and
 - 1.3.4.3.6. Conduct crisis safety planning as needed;
 - 1.3.4.4. Facilitate access to training and coaching for care coordinators to ensure they are able to meet certification requirements in accordance with Section 1915(i) of the Social Security Act of 1935; and

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- 1.3.4.5. Work collaboratively with any other CME that enters into a contract with the Department, to maintain continuity of care for children, youth and their caregivers in areas regarding:
 - 1.3.4.5.1. Statewide coverage of all program services;
 - 1.3.4.5.2. Instances of the child or youth and the family relocating to another covered region;
 - 1.3.4.5.3. Instances of acute psychiatric hospitalization becoming a medical necessity for a child or youth; and
 - 1.3.4.5.4. Instances of a system level collaboration being necessary due to a child or youth experiencing high-risk needs.
- 1.4. FAST Forward/Early Childhood Wraparound
 - 1.4.1. The Contractor must, in accordance with Section 3, FAST Forward and Early Childhood Wraparound, of the CME Manual and as amended, facilitate FAST Forward programs for individuals ages 5 up to 21, and Early Childhood Wraparound programs for children from 0 through age 5, including, but not limited to:
 - 1.4.1.1. Receiving referrals for service from the Department.
 - 1.4.1.2. Conducting intake.
 - 1.4.1.3. Developing and monitoring the Plan of Care.
 - 1.4.1.4. Providing care coordination services.
 - 1.4.1.5. Conducting team meetings.
 - 1.4.1.6. Maintaining contact logs and case documentation.
 - 1.4.2. The Contractor must work collaboratively with children, youth, and their caregivers as well as service providers, when assessing each family member's capabilities and challenge areas in order to develop supports and interventions. The Contractor must:
 - 1.4.2.1. Utilize the NH Wraparound Model;
 - 1.4.2.2. Enroll and payment for Medicaid 1915(i) eligible/Non-Medicaid children and youth.
 - 1.4.2.3. Connect to Family and Youth Peer Support services.
 - 1.4.2.4. Provide stipends for Customizable Goods and Services, which are those used in support of the child and family's Plan of Care (POC) for a participant receiving care coordination from a CME. All customizable goods and services

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expenditures must be used to support the individualized POC for the child and family and are to be used for reasonable and necessary costs.

- 1.4.2.5. Provide stipends for Wraparound Team Meeting attendees to increase team participation in team planning processes.

1.5. Transitional Enhanced Care Coordination

- 1.5.1. The Contractor must, in accordance with Section 4, TrECC, of the CME Manual and as amended, provide statewide integration of TrECC services for youth who are experiencing or are in need of an out-of-home episode of treatment and require a safe and quick transition into or out of the agreed upon home or less restrictive environment, including, but not limited to:

- 1.5.1.1. Receiving referrals for service from the Department.
- 1.5.1.2. Conducting intake.
- 1.5.1.3. Developing and monitoring the TrECC Plan of Care.
- 1.5.1.4. Providing care coordination services.
- 1.5.1.5. Conducting team meetings.
- 1.5.1.6. Transition service and aftercare planning.
- 1.5.1.7. Maintaining contact logs and case documentation.

- 1.5.2. The Contractor must ensure treatment is provided through a collaborative family and/or youth-driven approach that includes, but is not limited to:

- 1.5.2.1. Youth-driven planning.
- 1.5.2.2. Reliable access to crisis stabilization.
- 1.5.2.3. Resource coordination.
- 1.5.2.4. Utilization of the Transition Service Plan and Preparedness tool.

- 1.5.3. The Contractor must provide TrECC support and coordination which includes, but is not limited to:

- 1.5.3.1. Utilizing enhanced care coordination.
- 1.5.3.2. Enrollment and payment for Medicaid 1915(i) eligible / non-Medicaid eligible children and youth, when applicable.
- 1.5.3.3. Connecting to Family and Youth Peer Support services, when applicable and/or appropriate.

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1.5.3.4. Providing stipends for Customizable Goods and Services which are those used in support of the child and family's POC for a participant receiving care coordination from a CME. All Customizable Goods and Services expenditures must be used to support the individualized POC for the child and family and are to be used for reasonable and necessary costs.

1.6. Evaluation and Site Review

1.6.1. The Contractor must provide the Department with onsite access, upon request, to records and reports that include, but are not limited to:

- 1.6.1.1. Program performance, including surveys of child, youth and family, direct-support staff, administrative staff to discover program strengths and/or areas of needed attention.
- 1.6.1.2. Performance data relative to the successful alignment with the Children's System of Care and NH Wraparound values and principles.
- 1.6.1.3. Care coordinator certification requirements.
- 1.6.1.4. Administrative staff requirements.
- 1.6.1.5. Documented evidence of coordination with providers certified to provide the level of services needed to support children, youth and their caregivers working with the CME.

1.6.2. The Contractor must participate in case file reviews and presentations which include:

- 1.6.2.1. The review of 20 percent of enrolled 1915(i) cases during the previous fiscal year, as required by 1915(i) of the Social Security Act of 1935; and
- 1.6.2.2. Three (3) formal case presentations, including an in-depth review, as well as provided Documentation Review Measures.

1.6.3. The Contractor shall participate in meetings with the Department on a weekly basis, or as otherwise requested by the Department.

1.6.4. The Contractor shall participate in all group meetings with the Department on a monthly basis, or as otherwise requested by the Department, with group members as determined by the department

1.6.5. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

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1.7. Reporting

- 1.7.1. The Contractor must submit quarterly reports to the Department that include aggregate, de-identified data only. Information to be included in the reports includes, but is not limited to:
- 1.7.1.1. Service utilization data.
 - 1.7.1.2. Number of individuals admitted to residential treatment services.
 - 1.7.1.3. Discharge reasons.
 - 1.7.1.4. Child/Youth residential zip code.
 - 1.7.1.5. Demographics of individuals served including, but not limited to:
 - 1.7.1.5.1. Gender.
 - 1.7.1.5.2. Age.
 - 1.7.1.6. Evaluative program outcomes.
 - 1.7.1.7. Instances of Acute Psychiatric Hospitalization.
 - 1.7.1.8. Number of youths remaining in their home community who are receiving services and supports compared to the number of youths who still need to access residential treatment.
- 1.7.2. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
- 1.7.2.1. The CANS assessment tool is used with Transitional Enhanced Care Coordination, FAST Forward, and Early Childhood Wraparound programs with at least 95% of engaged children, youth, and young adults as well as their caregivers.
 - 1.7.2.2. The Young Child Well-Being Scale is used with at least 95% of families engaged in Early Childhood Wraparound.
 - 1.7.2.3. The Youth Well-Being Scale and Meeting Rating Scale assessment tools are utilized with at least 95% of engaged children, youth and young adults, and their caregivers.
- 1.7.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.8. Background Checks

- 1.8.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

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- 1.8.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.8.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 1.8.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.9. Confidential Data
- 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 Information Security Requirements Exhibit as referenced below.
 - 1.9.2. The Contractor must ensure any individuals involved in delivering services through this Agreement 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 Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.10. Privacy Impact Assessment
- 1.10.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.10.1.1. How PII is gathered and stored;
 - 1.10.1.2. Who will have access to PII;
 - 1.10.1.3. How PII will be used in the system;
 - 1.10.1.4. How individual consent will be achieved and revoked, and

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1.10.1.5. Privacy practices.

1.10.2. 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.

1.11. Contract End-of-Life Transition Services

1.11.1. General Requirements

1.11.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.11.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.11.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.11.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

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- 1.11.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.11.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.12. Department Owned Devices, Systems and Network Usage
- 1.12.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.12.1.1. 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;
 - 1.12.1.2. 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;
 - 1.12.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.12.1.4. 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;

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- 1.12.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.12.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.12.1.7. 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."
- 1.12.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.12.1.9. Agree when utilizing the Department's email system:
 - 1.12.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.12.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.12.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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."
- 1.12.1.10. 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:
 - 1.12.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

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- 1.12.1.10.2. 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 Agreement and annually thereafter.
- 1.12.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.12.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.12.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.
- 1.12.2. Workspace Requirement
 - 1.12.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.12.3. Completion of Transition Services
 - 1.12.3.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.12.3.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

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1.12.4. Disagreement over Transition Services Results

1.12.4.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.13. Website and Social Media

1.13.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.13.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.13.3. State of New Hampshire's Website Copyright

1.13.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

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accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other 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 reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 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. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all

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invoices submitted to the Department to obtain payment for such services.

- 4.1.4. 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.
- 4.3. If, upon further review, 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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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Indirect Cost Rate for this Agreement as 15%.
3. The Contractor must bill and seek reimbursement for Families and Systems Together (FAST) Forward Program, Early Childhood Wraparound, or Enhanced Care Coordination services provided to individuals in the community pursuant to this Agreement as follows:
 - 3.1. The Contractor must first bill the clients' other insurance or payor sources.
 - 3.2. For Medicaid enrolled individuals, the Contractor must bill Medicaid for services on the Fee for Service schedule located at NHMMIS.NH.gov for the following services, with prior authorization from the Department:
 - 3.2.1. Community-based wrap-around services.
 - 3.2.2. Family peer support, self-help/peer services
 - 3.2.3. Youth peer support, self-help, peer services.
 - 3.2.4. Mental health services not otherwise specified.
 - 3.2.5. Respite care-In the home.
 - 3.2.6. Respite care, not in the home, foster care, child, non-therapeutic.
 - 3.2.7. Respite care, not in the home, foster care, therapeutic, child,
 - 3.2.8. Respite care, not in the home, group home, child, per diem.
 - 3.3. The Contractor must bill Medicaid in accordance with the Individual Service Options codes and fee schedule set forth by the Department.
 - 3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs specified in Exhibit C-1, Budget, for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor must directly bill the Department to access contract funds provided through this Agreement.

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- 3.5. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor must bill and seek reimbursement for Transitional Enhanced Care Coordination services provided to individuals in a residential or psychiatric episode of treatment pursuant to this Agreement as follows:
 - 4.1. Up to 5 days per hospitalization billable. State General Fund dollars, \$70.00/day, up to a maximum of five (5) days.
 - 4.2. Up to 3 days per week for treatment episode. State General Fund Dollars, \$70.00/day, up to a maximum of three (3) days per week while enrolled.
5. The Contractor shall submit an invoice 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:
 - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment in accordance with Section 3, above.
 - 5.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 5.5. Is completed, dated and returned to the Department to initiate payment.
 - 5.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State

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Fiscal Years 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.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. 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.

9.2.1. 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.

9.3. 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.

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

9.6. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313,

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purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services				
Contractor Name: <i>NFI North, Inc.</i>				
Budget Request for: <i>Care Management Entity Services</i>				
Indirect Cost Rate (if applicable) 15.00%				
Line Item	Program Cost Funded by DHHS - SFY 26	Program Cost - Contractor Share/ Match - SFY 26	Program Cost - Funded by DHHS - SFY 27	Program Cost - Contractor Share/ Match - SFY 27
1. Salary & Wages	\$0	\$3,856,153	\$0	\$4,183,890
2. Fringe Benefits	\$0	\$1,002,597	\$0	\$1,089,130
3. Consultants	\$200,000	\$3,266,230	\$200,000	\$3,316,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$64,400	\$0	\$51,800
5.(a) Supplies - Educational	\$0	\$1,500	\$0	\$1,500
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$0	\$24,350	\$0	\$28,650
6. Travel	\$0	\$307,580	\$0	\$338,085
7. Software	\$0	\$28,500	\$0	\$34,000
8. (a) Other - Marketing/Communications	\$0	\$4,000	\$0	\$5,000
8. (b) Other - Education and Training	\$0	\$168,782	\$0	\$173,000
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
<i>TrECC Services</i>	\$800,000	\$643,991	\$800,000	\$786,860
<i>Youth Move</i>	\$0	\$470,358	\$0	\$513,070
<i>Telecomm</i>	\$0	\$127,138	\$0	\$42,650
<i>Insurance</i>	\$0	\$52,410	\$0	\$58,680
<i>Occupancy Costs</i>	\$0	\$72,000	\$0	\$73,900
<i>Other Fees, licenses, background checks etc.</i>	\$0	\$11,014	\$0	\$12,636
<i>Flex funds and other client expenses</i>	\$0	\$86,000	\$0	\$101,000
9. Subrecipient Contracts	\$0	\$0	\$0	\$0
Total Direct Costs	\$1,000,000	\$10,187,003	\$1,000,000	\$10,809,851
Total Indirect Costs	\$150,000	\$1,528,050	\$150,000	\$1,621,478
Subtotals	\$1,150,000	\$11,715,053	\$1,150,000	\$12,431,329
			TOTAL \$	2,300,000

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Date: 5/19/2025

New Hampshire Department of Health and Human Services

Exhibit D

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

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Exhibit D

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. **Remote User Communication.** If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. **SSH File Transfer Protocol (SFTP),** also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. **Wireless Devices.** If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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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DHHS Information Security Requirements

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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/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.

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer 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;

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DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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



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Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Business Associate Agreement
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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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.

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit E

Contractor Initials LR



New Hampshire Department of Health and Human

Exhibit E

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

.IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

NFI North

The State

Name of the Contractor

Signed by: Kaja Fox

Signed by: LUKE REYNARD

Signature of Authorized Representative

Signature of Authorized Representative

Kaja Fox

LUKE REYNARD

Name of Authorized Representative

Name of Authorized Representative

Director

ED

Title of Authorized Representative

Title of Authorized Representative

5/19/2025

5/19/2025

Date

Date

Exhibit E

Contractor Initials LR

State of New Hampshire

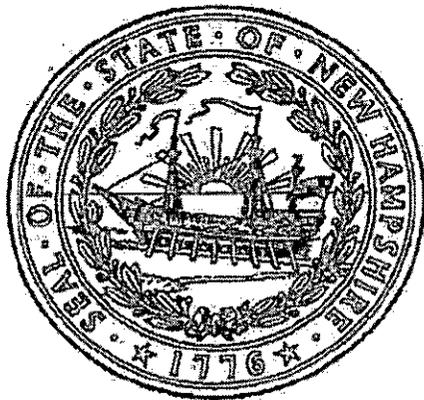
Department of State

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 "D. Scanlan", is written over a faint circular outline.

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: 5-16-25



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

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

CLAAconnect.com

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

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CliftonLarsonAllen LLP
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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:

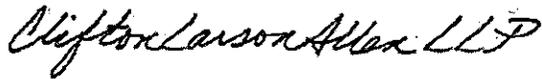
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, 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
	<u>349,391</u>
Total assets	<u>\$ 29,127,489</u>

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	<u>7,066,809</u>
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	<u>\$ 29,127,489</u>

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>10,706,395</u>	<u>2,298,495</u>	<u>13,004,890</u>
Total expenses	<u><u>\$ 40,245,200</u></u>	<u><u>\$ 4,487,311</u></u>	<u><u>\$ 44,732,511</u></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	<u>19,922,236</u>
Less amounts designated for program purposes	(362,965)
Total financial assets available for general expenditures	<u><u>\$ 19,559,271</u></u>

**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
	<u>\$ 5,193,750</u>

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	<u>16,200</u>
	<u><u>\$ 105,516</u></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	<u>255</u>
	70,127
Less: amounts representing interest	<u>(3,711)</u>
Operating lease liabilities	<u><u>\$ 66,416</u></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)	<u>7,438,921</u>	<u>149,668</u>
Increase	<u>\$ 2,480,748</u>	<u>\$ 134,736</u>

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	<u>62,068</u>
	<u>\$ 1,154,633</u>

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.



CliftonLarsonAllen LLP
CLAconnect.com

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.

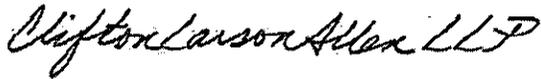
Board of Directors
NFI North, Inc.

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

**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
Suanne 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

LUKE REYNARD, PHD

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, and 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 humbly 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 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.

UNIVERSITY OF TEXAS – MASTER OF BUSINESS ADMINISTRATION

Graduate business program with a focus on economics and analytics

TEXAS STATE UNIVERSITY – BACHELOR DEGREE IN PSYCHOLOGY

Major in psychology; minor in criminal justice

VOLUNTEER & COMMUNITY ACTIVITIES

TOWN OF HENNIKER, NH – FORMER 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.

CHILD AND FAMILY PROVIDER NETWORK: TREASURER

The CFPN aims to educate, inform, and support member agencies through training, networking, and collaborating with governmental and other organizations that share common interests in the well-being of children and families of Maine.

NATIONAL RESEARCH CONSORTIUM: FINANCE DIRECTOR

Partnering with research partners in the prioritization, development, and dissemination of best-practice research will allow us to improve the quality of care delivered to those with IDD across the country. The Consortium aims to promote equity and inclusion by building a national community of practice and international partnerships.



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 PROPSOAL WRITING
- OPEN TO FEEDBACK AND GROWTH
- FISCALLY SAVY
- RESPONSIVE

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

Provide oversight to all agency operations for NFINorth. 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 Dirigo 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

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 Counsel for Accreditation of Counseling and Related Educational Programs (CACREP) Graduation date, December 1, of 2015. GPA 3.75
Bachelor of Science, Human Services/Counseling, Lyndon State College, 2002

Professional Experience

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.)

▪ [REDACTED]

Jacqueline Davis, MS, LCMHC

Education

Southern New Hampshire University-Manchester, NH
Master of Science in Clinical Mental Health Counseling, January 2013

Bachelor of Science in Psychology, October 2008

Licensure

Licensed Clinical Mental Health Counselor: State of NH

Employment

NFI North, January 2019-Present

- Care Management Entity Administrator- I oversee all programs and staff under the CME, supervise program directors/administrative staff and clinical consultants, facilitate staff meetings and trainings, participate in the NFI North Leadership team and the Clinical Development team (Since January 2023)
- CME Clinical Director- I oversaw all clinical aspects of programs under the CME (July 2021-December 2022)
- Care Coordinator/Supervisor- I supported families using NH wraparound model and supervised Care Coordinators (January 2019-June 2021)

Amoskeag Health, July 2016-August 2018

- Behavioral Health Support Specialist- As part of the Manchester Community Schools Project, I provided group counseling, individual counseling, diagnosis and assessment, crisis support, and behavioral support services to students in grades K-5 at Gossler Park School and Beech Street School. I was also involved with program development and strategic planning.

Waypoint September 2014-June 2016

- Early Childhood Specialist - As a member of the Project LAUNCH team I completed the Keys to Interactive Parenting Scale (KIPS) following an assessment of a parent-child interaction. I was also responsible for monthly training, oversight and support and technical assistance to home visitors in the Healthy Families and Parenting Plus Home Visiting Programs.
- ISO/IHB Family Therapist- I provided Intensive home-based treatment including family therapy, safety planning, parent support/education, and case management.

Riverbend Community Mental Health Inc., May 2013-April 2014

- Family Support Therapist- I provided family therapy, parent education, intake and clinical assessment, and case management services.

Child and Family Services, April 2010-October 2012

Jacqueline Davis, MS, LCMHC

- Healthy Families Home Visitor- I provided parent education, case management, developmental screening, maternal depression screening, and FASD screening and brief intervention.

The Ninety-Nine Restaurant, September 2004-December 2010

- Server/Trainer- I provided food service, customer service, and staff training.

McDonald's, December 1998-June 2004

- Shift Manager- I provided food Service and customer service, and also had responsibilities around banking, product ordering, scheduling, and shift oversight.

Kaitlyn Dutton



Skills

I am reliable, dedicated, and deeply passionate about the youth and families we serve. I have held several positions within NFI, which include several years of supervisory experience. I am strengths-based in my approach with all people, and believe in the importance of collaborating and relationship building. I have strong writing skills, adhere to deadlines, am organized and detail-oriented.

Experience

07/2021- Present

NFI North, FAST Forward – Program Director

- Provides administrative oversight and supervision for the Fast Forward program and employees of this program.
- Manages and oversees contracts with partners throughout the NH System of Care.
- Maintains budget and fiscal oversight
- Provides training to employees in agency core training and is a certified CANS trainer.
- Works within the NH System of Care to identify areas of need and build the system out to support youth and families throughout the state.
- Provides information and presentations in the community to expand knowledge of the program and services available to families in need.

08/2020- 07/2021

NFI North, FAST Forward – Care Coordinator (Certified)

- Coordinating care for youth and families to create and connect to sustainable community supports.
- Graphic facilitation
- Creating Plans of Care for families and documenting meeting notes, contact notes, and incident reports:
- Collaborating with systems and programs throughout the state to promote best outcomes for youth and families.
- Assisting youth and families in creating and utilizing safety plans.
- Ensuring and empowering youth and families voices and choices.
- Completed all requirements including several trainings for certification.
- CANS Certification

07/2017-08/2020

NFI North, Davenport - Assistant Program Director

- Overseeing direct care staff and shift supervisors, providing bi-weekly supervision to shift supervisors and administrative assistant
- Oversee petty cash and reconcile weekly
- Scheduling
- Oversee maintenance and safety of grounds
- Milieu management
- Creating and implementing protocols in order to improve consistencies among the staff team
- Create and facilitate curriculums for therapeutic groups with guidance from clinical coordinator.

08/2017-07/01/2019

NFI North, Davenport - Shift Supervisor

- Overseeing and providing regular supervision to Direct Care Staff
- Provide support and counseling for clients
- Organizing events such as the "Spring Fling"
- Strong understanding of milieu management and keeping the grounds to acceptable standards
- Strong documentation skills and commitment to completing tasks by deadlines

01/2017 -08/2017

NFI North, Davenport - Direct Care Counselor

- Provide support and counselling for clients
- Complete documentation to satisfactory levels by deadlines
- Attended multiple core trainings and established a foundation for understanding normative culture.
- Run and lead productive groups

11/2016 -01/2017

The Healthy Rhino, Littleton NH - Cashier/Customer Service

- Cashier
- Customer Service
- Organization and tracking of inventory

06/2014 -09/2016

Littleton Regional Healthcare, Littleton NH - Certified Medical Assistant

- Float position with experience in Urology, Pulmonology, Women's Health, Primary Care, Pediatrics, Orthopaedics and Psychiatry.
- Allergy Testing and administering immunotherapy injections
- Clerical/Administrative assistance

Education

07/2025 -

Fielding University - *PhD Clinical Psychology; starting program 2025*

08/2019 - 03/2022

Southern New Hampshire University, New Hampshire - *M.S. Psychology ++ Child and developmental Psychology*

12/2016 - 06/29/2019

Granite State College, New Hampshire - *B.S. Psychology*

01/2012 - 06/2014

White Mountains Community College, New Hampshire - *A.S. Medical Assisting*

Professional Trainings

- TBRI
- CANS
- All trainings required by the agency and all trainings required for Care Coordinator initial certification

Awards

- 2018- NFI North Shining Star Award
- 2016- Nominated LRH Employee of the Year

References

References available upon request

Melissa Anne Davis, LCMHC

Licensed Clinical Mental Health Counselor and Reflective Practice Consultant experienced in program management and development and many years of clinical work with young children and their families in the areas of trauma and attachment.

WORK EXPERIENCE

NFI North, Tilton, NH

Program Director of Early Childhood Wraparound, August 2022-current

- Responsible for all clinical and programmatic operations, including intake, assignments, record keeping and service/discharge plans.
- Oversees program fiscal management.
- Responsible for the hiring, training, supervision and retention of all staff.
- Coordinates with state personnel and NH System of Care partners.
- Coordinates and facilitates training within the organization and in the community.
- Coordinates and facilitates staff meetings and staff retreats and events.
- Responsible for state wide marketing of the program to increasing referrals.
- Collaborates with community partners to share and promote the System of Care values and principles.

Waypoint (formerly Child and Family Services), Concord, NH

Comprehensive Family Support Manager, September 2019 – August 2022

Therapeutic Day Treatment Manager, February 2018-June 2019

Clinician, May 2016-February 2018

Partners for Change Consultant, May 2016-August 2017

Home Based Therapeutic Case Manager and Family Therapist, June 2014-May 2016

- Responsible for the day to day operations of the Concord office Parenting Plus, Enhanced Care Coordination programs and previously the Therapeutic Day Treatment Program.
- Responsible for overseeing the implementation of the System of Care project in Manchester.
- Member of the Workforce Development group at the Institute on Disability at UNH.
- Guides staff in implementation of the NH Wraparound Model and the Protective Factors.
- Facilitates Concord Connections networking group for providers working with young children and their families.
- Responsible for management of personnel functions including hiring, training and supervision.
- Ensure programs followed DHHS contracts and/or grant requirements and work collaboratively with community partners to enhance program development.
- Facilitate clinical and administrative staff meetings to ensure evidence based practices are being applied with fidelity to meet client need and provide protocols for timely completion of program case records.
- Facilitate case reviews in accordance with quality improvement practices.
- Responsible for ensuring program costs reflect contracts within program and agency budgets.
- Provided in office psychotherapy to children, adolescents, adults and families using Cognitive Behavioral Therapy (CBT), Child Parent Psychotherapy (CPP) and Trauma Focused Cognitive Behavioral Therapy (TFCBT).
- Conducted a variety of psychological assessments to determine diagnosis and best course of treatment.
- Developed treatment plan collaboratively and made adjustments and changes as treatment progressed.
- Provided trauma and attachment consultation and trainings to child protection workers throughout the state.
- Provided in home family therapy and case management to families involved with child protection and juvenile justice services and assisted families in meeting court ordered goals.
- Coordinated and facilitated treatment team meetings with families and community providers to determine treatment options that would ensure safety, permanency and well-being for children and adolescents.
- Attended court hearings, drafted monthly court reports and testified in court hearings when necessary.
- Provided on call weekend and evening crisis support as needed.

Division for Children, Youth, and Families (DCYF), Manchester, NH

Child Protective Service Worker IV, December 2008 - June 2014

- Assessed and secured the ongoing safety and well-being of children and prevent further abuse/neglect.

- Provided ongoing case management and support to families, foster families and children and youth and assists all family members in developing and completing case plan objectives and complying with court orders.
- Prepared written reports to the court, CASA, and all parties involved in a case in preparation for regular court hearings.
- Documented contacts regarding case management, support, crisis intervention and legal action and supported efforts to assess the safety, permanency and well-being of all children and youth in and out of foster care.
- Worked collaboratively with community agencies including law enforcement, school and medical personnel as it relates to investigation, provision of services and in accordance with the current court protocols.
- Located suitable alternative placements to meet the specific needs of child/children and prepares the child and family in preparation for placement.
- Assisted in the design and development of peer workshops and trainings for community partners.

CREATE, Manchester, NH

Masters Level Clinician, 1/2011-2/2013

Graduate Intern 5/2009-11/2010

- Provided individual counseling to children, adolescents, adults and couples.
- Developed individual, strength based treatment plans collaboratively with clients.
- Responsible for diagnostic determinations during the intake process and throughout ongoing therapy work.
- Provided a solution-based approach to interventions and practice through the use of play therapy, talk therapy, cognitive behavioral therapy, dialectical behavioral therapy and psycho education.
- Designed and facilitated trainings and workshops for peers and community partners.

Child and Family Services of New Hampshire, Manchester, NH

Graduate Intern in the Adolescent Day Treatment Program, 11/2008 - 05/2009

- Conducted psycho-social assessments upon intake to determine the adolescents' individual needs and services.
- Facilitated group therapy and individual therapy sessions fostering independent living skills.
- Provided a positive milieu environment that encouraged interpersonal relationships and support.
- Provided case management and support to the adolescent and family involved with juvenile justice services.

State of New Hampshire Division of Family Assistance, Manchester, NH

Family Service Specialist, 06/2007-12/2008

- Interviewed clients to determine need, review options, and obtain pertinent information, utilizing an investigative interactive interviewing process.
- Gathered information to certify eligibility and ensure accurate benefit determination.
- Advised an applicant or recipient of education, employment, and vocational rehabilitation opportunities to refer them for testing, counseling or placement.

Kindertree Learning Center, Manchester, NH

Lead Preschool Teacher, 09/2006 – 06/2007

Bedford Village Morning School, Bedford, NH

Lead Preschool Teacher / Director of Fun and Arts Program, 08/2005 – 06/2006

S.H.E.D. / Kids Club, North Andover, MA

Kindergarten Teacher, 09/2003 – 08/2004

- Prepared and administered developmental assessments of children and recommended area referrals.
- Engaged children in a variety of age-appropriate activities to promote speech, fine and gross motor skills and sensory awareness.
- Implemented full curriculum for enrichment and academic value.
- Provided a safe and nurturing environment for children.

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Masters Degree in Community Mental Health Counseling, January 2011

LESLEY UNIVERSITY

Bachelors Degree in Human Development, April 2008

Nicole Wright

EDUCATION

Southern New Hampshire University MS – Clinical Mental Health and Substance Misuse Counseling	Manchester, NH	September 2015 Conferred January 1, 2018
Granite State College BS – Behavioral Sciences	Concord, NH <i>Minor: Human Services</i>	Conferred December 2010
University of New Hampshire <i>Major: Psychology</i>	Manchester, NH	2008 – 2009

RELATED WORK EXPERIENCE

NFI North, Inc. Portsmouth, NH
Program Director of Transitional Enhanced Care Coordination (TrECC) September 2023 – Present
Overseeing all aspects of the TrECC program. Providing leadership to employees, youths, and families. Duties include staff supervision, administrative tasks, coordination of community involvement, program maintenance, communication with state- and systems-level partners, and supporting with various facets of a community-based programming that includes assistance with training of new employees and on-call responsibilities. Also includes participating in monthly NFI North Leadership meetings, weekly shared CME meetings with the Bureau of Children’s Behavioral Health, monthly meetings with residential treatment program leadership, and actively working on development of the TrECC program.

Assistant Program Director of Transitional Enhanced Care Coordination (TrECC) July 2023 – September 2023
Assisting the TrECC Program Director on a daily basis, providing leadership to employees, youths, and families. Duties include staff supervision, administrative tasks, coordination of community involvement, program maintenance, communication with state- and systems-level partners, and supporting with various facets of a community-based programming that includes assistance with training of new employees.

Supervisor June 2021 – July 2024
Hybrid position delivering care coordination services to youth and families in both FAST Forward and Transitional Enhanced Care Coordination (TrECC) programs, while also providing supervisory oversight to Care Coordinators and crisis stabilization support to families on the Interim Supports List for families who are awaiting coordinator assignment. Supervisory duties include meeting with supervisees at least twice per month for formal supervisions, writing employee evaluations, reviewing families’ electronic files utilizing fidelity tools and providing feedback to coordinators, participating in management meetings and meetings with implementation partners, and participating in work groups organized for program development.

Care Coordinator October 2018 – June 2021
Providing youth and their families with family-centered planning and facilitation, developing Plans of Care that are driven by the strengths and needs of youth and their families, coordinating with community connections and resources to support youth and their families, and assisting families in developing crisis safety plans to address challenges associated with the Severe Emotional Disturbances the youth is experiencing so that youth and their families can be more successful in their home and communities.

Child and Family Services of New Hampshire Manchester, NH
ISO Case Manager/IHB Family Therapist June 2017 – August 2019
Providing high-intensity case management and therapeutic services to children, adolescents, and their families who are involved with DCYF and DJJS. Supporting families in their home and also assisting with establishing treatment plans and coordinating treatment team meetings with stakeholders regarding reunification of the family or concurrent placement of the child(ren) in foster care. Providing support to foster homes and youth in transitional programs.

Greater Nashua Mental Health Center Nashua, NH
Clinical Case Manager March 2016 – June 2017
Provided services to children, adolescents, and their families who have severe mental illness through assertive treatment and outreach services in an effort to deter hospitalizations, substance use risk, homelessness or out of home placements, involvement with DCYF, involvement with DJJS and the legal system, and school failure.

Lahey Health Behavioral Services

Haverhill, MA

Therapeutic Training and Support Staff/Therapeutic Mentor

July 2014 – March 2016

As a TT&S, working in a dyad with a Master's level clinician to conduct therapeutic assessments – such as Comprehensive Assessments and the Child and Adolescent Needs and Strengths (CANS) Assessment – and therapeutic interventions – including modalities through talking, art, and games – within the family setting.

As a TM, working one-on-one with an identified youth to help he or she reach therapeutic goals of skill building in such areas as coping skills, social skills, frustration tolerance, independent living skills, emotional regulation, vocational skills, communication skills, and self-esteem.

Hampstead Hospital

Hampstead, NH

Mental Health Counselor

Nov 2012 – June 2014

Worked within the Child and Adolescent Program providing education and support to individuals in psychiatric crisis through psychoeducational group programming and one-to-one check-ins. Unit populations fluctuated between two and twenty-two youths, with challenges presenting in the range of Autism Spectrum disorders and aggressive outbursts to self-injurious behavior and suicidal ideation.

NFI Massachusetts, Riverside School

Lowell, MA

Supervisor

June 2012 – Oct 2012

Supervised a team of six staff members for the weekend shift at a co-ed residential program that contained fifteen to twenty adolescent clients, depending on the CBAT population. Duties included delegating daily tasks to staff and residents, paperwork upkeep, collateral communication, and supervising staff on a monthly basis.

Assistant Supervisor

Jan 2012 – June 2012

Supported shift supervisor, managed paperwork, and maintained contact with client collaterals and other program staff.

Direct Care Staff

Feb 2011 – Jan 2012

Monitored daily routines, helped with community activities, and supported disciplinary actions.

RELATED VOLUNTEER & INTERNSHIP EXPERIENCE

Family Place Preschool and Head Start

Manchester, NH

Clinical Intern, 450 hours

Sept 2016 – June 2017

Internship at a therapeutic preschool that blends the state-run Head Start program with the nonprofit agency Families in Transition, located in one of their shelter and support buildings. All children enrolled in the preschool come from families who are struggling with homelessness and other traumas. This role includes completing clinical intakes with identified children and their families, conducting weekly individual play therapy sessions with an identified child, running small social skills groups to increase effective interactions between the children, and offering support to families in connecting with community resources to further meet their needs.

Lahey Health Behavioral Services, Solstice Residential Program

Rowley, MA

Clinical Intern, 300 hours

Sept – Dec 2015

Completed comprehensive clinical assessments, CANS assessments, individual treatment plans, and safety plans for adolescent youths placed in a residential setting through DMH and DCF. Met weekly with identified youths for both individual and family therapy sessions. Ran weekly therapeutic groups in areas of substance use, coping skills, and social skills. Provided clinical triage during the school day for day students in need of support.

SKILLS AND ABILITIES

Administrative management, advocacy, assessment, case management, collaboration, coordination, collateral communication, community outreach, crisis intervention, DBT group facilitation, development of clinical and employee files, evaluation, interpersonal communication, interviewing of job applicants, leadership, maintaining electronic files and electronic medical records, mentoring, organization, program development psychoeducation, supervision, systems navigation, training, treatment planning, and writing.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name:

NFI North, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Luke Reynard	Executive Director	\$0.00	\$198,000.00
Jill Allen	Chief Operating Officer	\$0.00	\$168,500.00
Kristi Vazifdar	Chief Financial Officer	\$0.00	\$151,000.00
Jennifer Altieri	NH Regional Director	\$91,700.00	\$131,000.00
Jacqueline Davis	CME Administrator	\$106,500.00	\$106,500.00
Kaitlyn Deveau	Program Director	\$90,000.00	\$90,000.00
Nicole Wright	Program Director	\$84,500.00	\$84,500.00
Melissa Davis	Program Director	\$83,000.00	\$83,000.00