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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

May 14, 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 a **Sole Source** amendment to an existing contract with NFI North, Inc. (VC #177575-B001), Contoocook, NH, to continue providing transitional housing services for qualifying adults who have severe mental illness, by exercising a contract renewal option by increasing the price limitation by $3,375,800 from $14,281,400 to $17,657,200 and extending the completion date from June 30, 2025 to June 30, 2026, effective July 1, 2025 upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on July 15, 2020, item #16 and amended on September 23, 2020, item #15; June 15, 2022, item #23; and most recently amended on May 29, 2024, item #34.

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

05-95-092-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV., BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204117	$2,582,800	$0	$2,582,800
2022	102-500731	Contracts for Prog Svc	92204117	$1,897,000	$0	$1,897,000
2023	102-500731	Contracts for Prog Svc	92204117	$2,997,000	$0	$2,997,000
2024	102-500731	Contracts for Prog Svc	92204117	$3,375,800	$0	$3,375,800

2025	102-500731	Contracts for Prog Svc	92204117	$3,375,800	$0	$3,375,800
2026	102-500731	Contracts for Prog Svc	92204117	$0	$3,375,800	$3,375,800
			Subtotal	*$14,228,400*	*$3,375,800*	*$17,604,200*

05-95-092-922010-41200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	92204120	$53,000	$0	$53,000
			Subtotal	*$53,000*	*$0*	*$53,000*
			Total	**$14,281,400**	**$3,375,800**	**$17,657,200**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. This request is to ensure continuity of services while a competitive Request for Applications (RFA) for the 76 beds under this contract and the sixteen (16) transitional-housing beds in the Philbrook building, currently operated by the Contractor under a separate contract. Additional time is necessary for the Department to plan to vacate the Philbrook building, which is subject to finalizing the Department's 2026-2027 Biennium Budget.

The purpose of this request is to exercise an available contract renewal option to ensure sustained operation of a 76-bed transitional housing program for adults who have severe mental illness (SMI) or severe and persistent mental illness (SMPI) who are eligible for community mental health services at a Community Mental Health Center, as described in New Hampshire Administrative Rule He-M 401; and who no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities.

Approximately 100 individuals will be served during State Fiscal Year 2026.

Individuals 18 years of age and over participating in the transitional housing program will continue to receive necessary services that support and promote rehabilitation and facilitates a transition to independent living in the community. Transitional housing services include psychiatric, clinical, and medical services; medication management; targeted case management; specialized and co-occurring treatment services; vocational and day treatment services; and support for family involvement.

The Department will continue to monitor services through review and assessment of Contractor monthly and quarterly reports, annual Adult Needs and Strengths Assessments, and individual service encounter data provided by the Contractor.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining one (1) year available.

Should the Governor and Council not authorize this request, a transitional housing program may no longer be available to individuals in need of transitional residential treatment services, who are transitioning from a facility to the community to live independently, which may limit the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Transitional Housing Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NFI North, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020 (Item #16), as amended on September 23, 2020 (Item #15), and amended on June 15, 2022 (Item #23), and most recently amended May 29, 2024 (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   June 30, 2026

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

   $17,657,200

3. Modify Exhibit C, Payment Terms, Section 3.4., lead-in paragraph only, to read:

   3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C-1, Budget through Exhibit C-6 Budget – Amendment #4, for which the Contractor cannot otherwise seek reimbursement from an insurance carrier or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

4. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget through Exhibit C-6 Budget – Amendment #4.

5. Modify Exhibit C, Payment Terms, Section 6., to read:

   6. In lieu of hard copies, all invoiced may be assigned an electronic signature and e-mailed to housingsupportsinvoices@dhhs.nh.gov, or mailed to:

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

6. Delete and replace Exhibit C-4 Budget – Amendment #3, with Exhibit C-5 Budget – Amendment #3, to correct the budget number due to Scrivener's error, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-6 Budget – Amendment #4, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/8/2025
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox
Title: Director

NFI North, Inc.

4/7/2025
Date

Signed by:
LUKE REYNARD
C692DD2B401D430...

Name: LUKE REYNARD
Title: ED

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

OFFICE OF THE ATTORNEY GENERAL

4/11/2025

DocuSigned by:
Robyn Guarino
748734844941460

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Contractor Name: NFI North, Inc.

Project Title: Transitional Housing Programs

Budget Period: 7/1/2024 - 6/30/2025 (SFY 2025)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 7,718,514.44	$ 771,851.44	$ 8,490,365.88	$ 5,776,969.66	$ 577,696.97	$ 6,354,666.63	$ 1,941,544.78	$ 194,154.49	$ 2,135,699.27
2. Employee Benefits	$2,086,992.37	$ 208,699.24	$ 2,295,691.61	$ 1,556,896.31	$ 155,689.62	$ 1,712,585.93	$ 530,096.06	$ 53,009.61	$ 583,105.67
3. Consultants	$990,703.00	$ 99,070.30	$ 1,089,773.30	$ 729,604.31	$ 72,960.43	$ 802,564.74	$ 261,098.69	$ 26,109.87	$ 287,208.56
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$4,808.00	$ 480.80	$ 5,288.80	$ 4,808.00	$ 480.80	$ 5,288.80	$ -	$ -	$ -
Repair and Maintenance	$1,000.00	$ 100.00	$ 1,100.00	$ 1,000.00	$ 100.00	$ 1,100.00		$ -	$ -
Purchase/Depreciation	$537,860.85	$ 53,786.08	$ 591,646.93	$ 527,860.85	$ 52,786.08	$ 580,646.93	$ 10,000.00	$ 1,000.00	$ 11,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$47,100.00	$ 4,710.00	$ 51,810.00	$ 35,136.60	$ 3,513.66	$ 38,650.26	$ 11,963.40	$ 1,196.34	$ 13,159.74
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$28,704.00	$ 2,870.40	$ 31,574.40	$ 21,413.18	$ 2,141.32	$ 23,554.50	$ 7,290.82	$ 729.08	$ 8,019.90
6. Travel	$72,159.00	$ 7,215.90	$ 79,374.90	$ 48,830.51	$ 4,883.05	$ 53,713.57	$ 23,328.49	$ 2,332.85	$ 25,661.33
7. Occupancy	$370,284.94	$ 37,028.49	$ 407,313.43	$ 268,765.94	$ 26,876.59	$ 295,642.53	$ 101,519.00	$ 10,151.90	$ 111,670.90
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$65,325.00	$ 6,532.50	$ 71,857.50	$ 48,732.45	$ 4,873.25	$ 53,605.70	$ 16,592.55	$ 1,659.26	$ 18,251.81
Postage	$1,150.00	$ 115.00	$ 1,265.00	$ 1,150.00	$ 115.00	$ 1,265.00		$ -	$ -
Subscriptions	$5,634.00	$ 563.40	$ 6,197.40	$ 5,634.00	$ 563.40	$ 6,197.40		$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$136,287.00	$ 13,628.70	$ 149,915.70	$ 101,670.10	$ 10,167.01	$ 111,837.11	$ 34,616.90	$ 3,461.69	$ 38,078.59
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$6,355.00	$ 635.50	$ 6,990.50	$ 6,355.00	$ 635.50	$ 6,990.50	$ -	$ -	$ -
10. Marketing/Communications	$12,000.00	$ 1,200.00	$ 13,200.00	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -
11. Staff Education and Training	$39,600.00	$ 3,960.00	$ 43,560.00	$ 29,541.60	$ 2,954.16	$ 32,495.76	$ 10,058.40	$ 1,005.84	$ 11,064.24
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consumables (food, household supplies etc.)	$469,019.00	$ 46,901.90	$ 515,920.90	$ 348,219.00	$ 34,821.90	$ 383,040.90	$ 120,800.00	$ 12,080.00	$ 132,880.00
EIMR Training	$ 53,000.00	$ -	$ 53,000.00	$ -	$ -	$ -	$ 53,000.00	$ -	$ 53,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 12,646,496.60	$ 1,259,349.66	$ 13,905,846.26	$ 9,524,587.52	$ 952,458.74	$ 10,477,046.26	$ 3,121,909.08	$ 306,890.92	$ 3,428,800.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials LR

Date 4/7/2025

Exhibit C-6 Budget - Amendment #4

New Hampshire Department of Health and Human Services	
Contractor Name:	NFI North, Inc.
Budget Request for:	Transitional Housing Programs
Budget Period	7/1/25-6/30/26
Indirect Cost Rate (if applicable)	0.15
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$1,941,510
2. Fringe Benefits	$529,096
3. Consultants	$141,098
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$15,063
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$7,291
6. Travel	$23,329
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$10,200
8. (c) Other - Other (specify below)	$0
Other (please specify)	$101,519
Other (please specify)	$15,596
Other (please specify)	$34,617
Other (please specify)	$116,160
9. Subrecipient Contracts	$0
Total Direct Costs	$2,935,478
Total Indirect Costs	$440,322
TOTAL	$3,375,800

Contractor Initials: LR (Initial)

Date: 4/7/2025

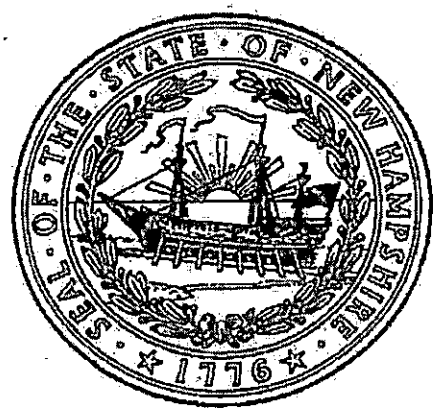
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **175745**
Certificate Number: **0007039671**



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

David M. Scanlan
Secretary of State

State of New Hampshire
Department of State
2025 NONPROFIT REPORT

Filed
Date Filed: 2/3/2025
Effective Date: 2/3/2025
Business ID: 175745
David M. Scanlan
Secretary of State

BUSINESS NAME:	**NFI NORTH, INC.**
BUSINESS TYPE:	**Domestic Nonprofit Corporation**
BUSINESS ID:	**175745**
STATE OF INCORPORATION:	**New Hampshire**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
40 Park Lane **Contoocook, NH, 03229, USA**	**PO Box 417** **Contoocook, NH, 03229, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / OPERATING GROUP HOMES FOR TROUBLED YOUTH OR PERSONS WITH MENTAL ILLNESS.	

OFFICER / DIRECTOR INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Patricia Fillio	**1 Quaker Street, Newton, NH, 03858, USA**	**President**
Dellie Champagne	**169 Portsmouth St, #177, Concord, NH, 03301, USA**	**Secretary**
Ashley Wainwright	**240 Oak Street, Lewiston, ME, 04240, USA**	**Treasurer**
Don Nason	**117 Brockway Rd, Hopkinton, NH, 03229, USA**	**Director**
Sophia Grebe	**58 Highland Avenue, Newton, MA, 02460, USA**	**Director**
Suanne Nader	**27 Sherwood Road, Londonderry, NH, 03053, USA**	**Director**
Terry Lochhead	**147 Main Street, Brownfield, ME, 04010, USA**	**Director**

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **President**
Signature: **Patricia Fillio**
Name of Signer: **Patricia Fillio**

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 25, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Luke Reynard (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 4-1-25

Signature of Elected Officer

Name: Dellie Champagne

Title: Clerk/Secretary

Docusign Envelope ID: 45430224-BDD7-443A-8453-121AAE2ECB3E

NORTHAME76

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : North River Insurance Company	21105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NFI North Inc.
40 Park Lane
Contoocook, NH 03229

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd

VMMZP

NFI North Mission Statement

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

NFI NORTH, INC.

FINANCIAL STATEMENTS

YEAR END JUNE 30, 2024

CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

NFI NORTH, INC.
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YEAR END JUNE 30, 2024

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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

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	20,115,715
Property and equipment:	
Land	974,781
Buildings and improvements	12,922,227
Equipment and furnishings	882,329
Vehicles	1,626,500
	16,405,837
Less accumulated depreciation	(7,743,454)
Property and equipment, net	8,662,383
Lease right-of-use assets	67,317
Other assets	282,074
Total assets	$ 29,127,489

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 5)	$ 182,899
Current portion of operating lease liabilities (note 6)	33,171
Accounts payable	297,997
Accrued payroll and related liabilities	2,056,241
Other accrued expenses	1,960,834
Deferred revenue	149,668
Total current liabilities	4,680,810
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	2,385,999
Total liabilities	7,066,809
Net assets:	
Without donor restrictions	21,697,715
With donor restrictions	362,965
Total net assets	22,060,680
Total liabilities and net assets	$ 29,127,489

See accompanying Notes to Financial Statements.

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

Changes in net assets without donor restrictions:	
Revenues and other support:	
Contracts, net	$ 45,318,236
Contributions:	
Contributed nonfinancial assets	1,154,633
Other	74,746
Interest and dividends	502,708
Miscellaneous	444
	47,050,767
Net assets released from restrictions	162,611
Total revenues and other support	47,213,378
Expenses:	
Program services	40,245,200
Supporting services	4,487,311
Total expenses	44,732,511
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	2,854,924
Changes in net assets with donor restrictions:	
Contributions and grants	162,921
Net assets released from restrictions	(162,611)
Increase in net assets with donor restrictions	310
Increase in net assets	2,855,234
Net assets at beginning of year	19,205,446
Net assets at end of year	$ 22,060,680

See accompanying Notes to Financial Statements.

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

	Program services	Supporting services	Total
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
	10,706,395	2,298,495	13,004,890
Depreciation and amortization	917,433	72,130	989,563
Total expenses	$ 40,245,200	$ 4,487,311	$ 44,732,511

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	1,986,681
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	(3,394,436)
Cash flows from financing activities:	
Repayments of long-term debt	(181,977)
Net cash used in financing activities	(181,977)
Net decrease in cash and equivalents	(1,589,732)
Cash and equivalents at beginning of year	8,706,555
Cash and equivalents at end of year	$ 7,116,823
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.

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.

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.

NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

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

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

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

Contributed Nonfinancial Assets

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

Advertising Costs

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

Subsequent Events

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

NOTE 2 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

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

NOTE 2 LIQUIDITY AND AVAILABLE OF FINANCIAL ASSETS (CONTINUED)

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

NOTE 3 LINE OF CREDIT

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

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

In addition, NAFI has entered into Letter of Credit agreements with TD for a total amount of $959,620. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of $8,000,000 and are not collateralized by additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

NOTE 4 INVESTMENTS

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

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

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

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.

NOTE 6 LEASES (CONTINUED)

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

Lease cost:	
Operating lease expense	$ 89,316
Short-term lease expense	16,200
	$ 105,516

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

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

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

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.

NOTE 7 REVENUE FROM CONTRACTS WITH CUSTOMERS (CONTINUED)

Rate based contracts are recognized with expenses being reimbursed for services delivered over the course of client stay based on an established rate with the related funding source which is generally when services are provided. Revenues from contracts consisted of 23% for cost reimbursement contracts and 77% for rate-based contracts for the year ended June 30, 2024.

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

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

NOTE 8 CONTRIBUTED NONFINANCIAL ASSETS

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

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

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

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

NOTE 9 RETIREMENT PLAN

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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered NFI North, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFI North, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of NFI North, Inc.'s internal control.

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

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

Board of Directors
NFI North, Inc.

Report on Compliance and Other Matters

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

Purpose of this Report

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

CliftonLarsonAllen LLP

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

Noel Chipman

LICENSE

New Hampshire Licensed Independent Clinical Social Worker — **April 2004**

[redacted]

EDUCATION

Masters in Social Work, Simmons Graduate School, Boston MA — **May 2001**
Bachelor of Arts in Sociology, Hartwick College, Oneonta NY — **May 1997**

PROFESSIONAL WORK EXPERIENCE

Transitional Housing Services, Concord NH — **January 1, 2012-Present**

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

Transitional Housing Services, Concord NH — **May 2003- January 1, 2012**

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

Maui Memorial Medical Center, Kahului, HI — **June 2005-January 2006**

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

-Provide crisis intervention, individual therapy, family therapy and daily life skills groups
-Case Management service / discharge planning

Souza-Baranowski Correctional Center, Shirley MA **2001-2003**

-Diagnostic assessment crisis intervention, suicide prevention and 1:1 psychotherapeutic and substance abuse services to adult male inmates in a maximum security setting
-Comply with and adhere to institutional safety procedures in accordance with UMCHP / DOC established policies
-Case management / discharge planning
-Mental health representative for the Department of Corrections transition planning meetings
-Daily triage and segregation rounds
-Leader of a student intern support group
-Supervision of Student Interns

McLean Hospital Belmont, MA (Graduate School Internship) **2000-2001**

-Case management / clinical work on an adult inpatient psychiatric unit
-Daily patient rounds, psychosocial assessments and 1:1 psychotherapeutic services
-Group therapy Co-Leader; Adult woman outpatient eating disorder group
-Ongoing collaboration with outpatient treaters, community residences, partial hospital / day treatment programs, family work and completion of treatment plans

Mass. Eating Disorder Association Newton, MA (Graduate School Internship) **2000-2001**

-Assessments, group intakes, family / individual consultations, and school based prevention presentations
-Evening treatment program, meal mentoring program and Co-Leader of various program groups

PROFESSIONAL DEVELOPMENT

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

AWARDS / RECOGNITIONS

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

Jennifer L. Altieri

Objective

Key Skills and Strengths

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

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

Education

Masters of Science, *Clinical Mental Health Counseling with an addictions treatment Certificate,* Plymouth State University, Plymouth N.H. Accredited by the 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 actin plan, fitness, substance abuse, seeking safety, vocational group, and community livings skills support group and coping skills. I am currently facilitating Illness Management and Recovery group and Wellness Recovery and Action Plan group. Competent in navigating the legal systems of Consumers to include the NGRI status, incompetent to stand trial and sex offenders. Knowledgeable around diagnosis of psychotic disorders.

Program Director, *NFI North Array of Services. Davenport School and ISO Services* 2009-January 2016
Promoted to manage a residential program and school and community based services for emotionally disturbed adolescents. Included a staff team of 25 + and an annual budget. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training, marketing, licensing foster homes and supervision of staff.

Program Director, *NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.- 2008-2009*
Promoted to manage an intermediate level treatment facility for emotionally disturbed adolescents. Included a staff of 15+. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training and supervision of staff.

Assistant Program Director; *NFI, Northern New Hampshire Youth Services,* Bethlehem, N.H-June 2004-2008
Responsible for assisting the Program Director in the overall functioning and operation of the program, including administrative tasks, staff supervision, group/individual counseling and crisis intervention.
Shift Supervisor; *NFI, Northern New Hampshire Youth Services,* Bethlehem, N.H.- January 2002-June 2004.
Responsible for the supervision of assigned direct care staff and program consumers for designated shift.

Residential Counselor; *NFI, Northern New Hampshire Youth Services,* Bethlehem, N.H.- October 2000-January 2002.
Modeled appropriate behavior and social skills for adolescent girls in a residential setting. Includes tasks such as monthly reports, writing daily progress notes and having continuous contact with guardians.

Professional Development

- **NH Disaster Behavioral health Response Teams Basic Training**
  The New Hampshire Department of Health and Human Services (DHHS) has developed an organized team of behavioral health providers to respond to the mental health needs of New Hampshire residents following disasters (e.g., bioterrorism, man-made or natural disasters)
- **PREPaRE: School Crisis Prevention and Intervention Training**
  The PREPaRE curriculum has been developed by the National Association of School Psychologists (NASP) as part of NASP's decade-long leadership in providing evidence-based resources and consultation related to school crisis prevention and response. PREPaRE training is ideal for schools committed to improving and strengthening their school safety and crisis management plans and emergency response.

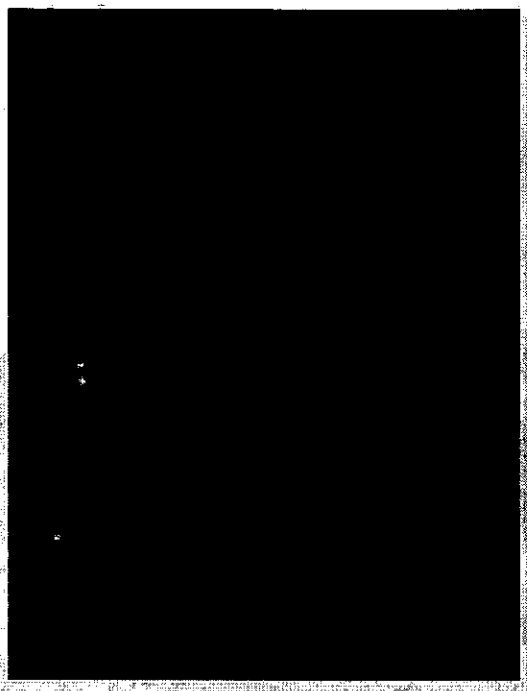
- **Prison Rape Elimination Act (PREA) Coordinator for NFI North.** Responsible for PREA implementation, policy making and training of staff. **Agency trainer** utilizing NFI North's curriculum I co-train staff on professional boundaries, Treatment Intervention, Family systems, and documentation skills. 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.)



- 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

Jill Allen

[redacted]

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]

[redacted] OPERATING OFFICER
NFI NORTH, BRIDGTON, MAINE
February 2024-Present

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

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

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

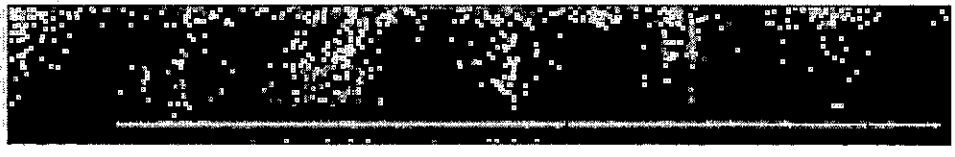
community outreach. Chairperson and facilitator of monthly clinical development meetings, ensuring the fidelity of the normative approach and other clinical modalities are followed. Program development and strategic planning as part of the Administrative Team, and in conjuncture with Statewide Partnerships. 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.

Values To Live By:

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



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)
- NFI NORTH Remarkable Role Model 1999
- NFI NORTH Yitzhak Bakal Leadership 2011
- NAFI 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

[redacted]

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.

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

Star Island Corporation, Portsmouth, NH, 2004 – 2008

BUSINESS & FINANCE MANAGER

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

Key Accomplishments:

- Created and implemented Finance Handbook as a guide for staff and Finance Committee.
- Analyzed seasonal payroll and daily rate compensation structure, implemented time clocks to pay nonexempt seasonal staff per hour saving 5% annually on seasonal payroll.
- Leadership and day-to-day management of seasonal on island stores (book shop and lobby shop) purchased all inventory, managed staff and all inventory controls.
- Compile detailed information to prepare and submit regulatory filings for town, state, federal.
- Ensured compliance with audit standards and proper revenue recognition.
- Staff liaison to Finance Committee.

Star Island Corporation, Portsmouth, NH, 2000 – 2003

ACCOUNTANT

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

Key Accomplishments:

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

Wolf Coach Company (acquired by L3 Communications), Auburn, MA,
ACCOUNTANT, 1997 - 1999
OFFICE ASSISTANT, 1995 – 1997

COMPUTER SKILLS

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

COMMUNITY INVOLVEMENT & VOLUNTEER EXPERIENCE

Leadership Seacoast, Member Board of Directors June, 2015 – PRESENT;
Treasurer September, 2016 - PRESENT
Leadership Seacoast, Admissions Committee, 2014 - PRESENT
Leadership Seacoast, Program Graduate, 2013
4H, Judge for various competitions, 2013 – 2015
Barrington NH PTA 2011-2015

EDUCATION

Master of Business Administration, Southern New Hampshire University
Graduate Certificate in Accounting, Southern New Hampshire University
Bachelor of Arts, Political Science, University of New Hampshire

LUKE REYNARD

ABOUT ME

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

SKILLS & ABILITIES

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

PROFESSIONAL EXPERIENCE

NFI NORTH

EXECUTIVE DIRECTOR January 1, 2024 - Present

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

CHIEF OPERATING OFFICER: April 2021 - December 2023
Oversee the program operations of Maine and New Hampshire services, as well as IT and health record operations. Ensure agency compliance with Joint Commission accreditation and standards, as well as state contractual requirements. Support agency strategic plan goals and execution. Represent NFI North with numerous stakeholders and state agencies, cultivating positive relationships. Supervise program expansion and development opportunities.

UNIVERSITY OF NEW HAMPSHIRE

DIRECTOR OF OPERATIONS, UNH INSTITUTE ON DISABILITY, START PROGRAM

July 2019 - April 2021
Provided operational and financial leadership for national START MH/IDD program consultation, research, and program development.

MHMR TARRANT TX

CHIEF OPERATING OFFICER, DISABILITY SERVICES

November 2005 - June 2019
Beginning as a case manager, progressively assumed leadership roles culminating in a Chief Operations role for Disability Services for Texas' second-largest community mental health center (CMHC), serving over 4000 people monthly in residential and community-based programs.

EDUCATION

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

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

Expected graduation: May 2025

UNIVERSITY OF TEXAS SYSTEM – MASTER OF BUSINESS ADMINISTRATION

Graduate business program with a focus on economics and analytics

TEXAS STATE UNIVERSITY – BACHELORS DEGREE IN PSYCHOLOGY

Major in psychology; minor in criminal justice

VOLUNTEER & COMMUNITY ACTIVITIES

TOWN OF HENNIKER,NH – BUDGET ADVISORY COMMITTEE

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

HENNIKER YOUTH ATHLETICS – COACH

Volunteer coach for youth baseball and basketball.

DEBORAH WEEKS

CONTACT

[redacted]

PROFILE

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

COMMUNITY SERVICE AND VOLUNTEER WORK

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

EDUCATION

GRANITE STATE COLLEGE

August 2007
Littleton, NH — Paralegal Certificate

SPRINGFIELD COLLEGE

December 2010
St. Johnsbury, VT — BS in Human Services

SPRINGFIELD COLLEGE

December 2012
St. Johnsbury, VT — MS in Human Services

PROFESSIONAL EXPERIENCE

Program Director

June 2021 - Present

NFI North Community Based Services

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

Real Estate Agent

April 2021-Present

Caron's Gateway Real Estate

Gathers, provides, and explains details of current market conditions, pricing, legal requirements, and similar information. Assists selling clients with pricing based on current market values. Assists clients with staging properties for sale; hosts open houses and other promotional events.

Program Director

April 2016- June 2021

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

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

AWARDS/RECOGNITION

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

PROFESSIONAL DEVELOPMENT AND COMMITTEE WORK

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

PROFESSIONAL EXPERIENCE CONT'D

Program Assistant Director

July 2013- April 2016

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

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

Shift Supervisor, Direct Care Counselor, Teacher's Aide

September 2007-July 2013

NFI North Country Shelter

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

Owner/Manager

April 1989-Present

TANSUN Place Restaurant/Catering

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

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	$21,800.00	$131,000.00
Deborah Weeks	Assistant Regional Director	$18,300.00	$110,000.00
Noel Chipman	Clincial Director	$19,800.00	$116,500.00
TBD	Program Director	$87,000.00	$87,000.00
TBD	Program Director	$87,000.00	$87,000.00

ARC

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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

May 1, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with NFI North, Inc. (VC#177575-B001), Contoocook, NH, to continue to provide transitional housing services for adults who have severe mental illness or severe and persistent mental illness, by exercising a contract renewal option by increasing the price limitation by $3,428,800 from $10,852,600 to $14,281,400 and by extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 1.5% Federal Funds. 98.5% General Funds.

The original contract was approved by Governor and Council on July 15, 2020, (item #16), as amended on September 23,2020, (item #15), and most recently amended on June 15, 2022, (item #23).

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

05-95-092-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204117	$2,582,800	$0	$2,582,800
2022	102-500731	Contracts for Prog Svc	92204117	$1,897,000	$0	$1,897,000
2023	102-500731	Contracts for Prog Svc	92204117	$2,997,000	$0	$2,997,000
2024	102-500731	Contracts for Prog Svc	92204117	$3,375,800	$0	$3,375,800
2025	102-500731	Contracts for Prog Svc	92204117	$0	$3,375,800	$3,375,800
			Subtotal	**$10,852,600**	**$3,375,800**	**$14,228,400**

05-95-092-922010-41200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	92204120	$0	$53,000	$53,000
			Subtotal	***$0***	***$53,000***	***$53,000***
			Total	**$10,852,600**	**$3,428,800**	**$14,281,400**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor has capacity to provide a 76-bed transitional housing program and has expertise with providing targeted mental health services.

The purpose of this request is for the continued operation of a transitional housing program for adults who have severe mental illness (SMI) or severe and persistent mental illness (SMPI) and are eligible for community mental health services at a Community Mental Health Center, as defined in New Hampshire Administrative Rule He-M 401; and who no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities.

Approximately 100 individuals will be served during State Fiscal Year 2025.

Individuals aged 18 years and older, who participate in the transitional housing program, will continue to receive the necessary services to support and promote rehabilitation that facilitates a transition to independent living in the community. The Contractor will continue providing a 76-bed transitional housing program as well as offering psychiatric, clinical and medical services, medication management, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, and support for community connectedness and family involvement.

The Department will continue to monitor contracted services by reviewing monthly and quarterly reports, annual Adult Needs and Strengths Assessments, and individual service encounter data provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, transitional housing program beds will no longer be available to individuals, in need of transitional residential treatment services, who are transitioning from New Hampshire Hospital or a designated receiving facility to the community which, in turn, limits the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM089640.

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

Respectfully submitted,

for Lori A. Weaver
Commissioner

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

This Amendment to the Transitional Housing Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NFI North, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020, (item #16), as amended on September 23, 2020, (item #15), and most recently amended on June 15, 2022, (item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   June 30, 2025

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

   $14,281,400

3. Modify Exhibit B, Scope of Services, Section 1.23.7, to read:

   1.23.7. The Contractor shall ensure successful transition to independent housing by providing support to individuals and landlords after discharge, until a warm handoff is completed with the Community Mental Health Center (CMHC) HBSP housing specialist.

4. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 0.3% Federal funds, Mental Health Block Grant, as awarded on October 13, 2023, by the Substance Abuse and Mental Health Services Administration, ALN 93.958, FAIN # 1B09SM089640.

      1.2. 99.7% General funds.

5. Modify Exhibit C, Payment Terms, Section 3.4. lead in paragraph only, to read:

   3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C-1, Budget through Exhibit C-5, Amendment 3, SFY 2025 Budget, for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. Modify Exhibit C, Payment Terms, Section 4 to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget through Exhibit C-5, Amendment 3, SFY 2025 Budget.

7. Add Exhibit C-5, Amendment #3, SFY 2025 Budget, which is attached hereto and incorporated by reference herein.

DS

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/2/2024
Date

DocuSigned by:
Katja S. Fox
2A0EEC7D61B84E3...
Name: Katja S. Fox
Title: Director

NFI North, Inc.

5/2/2024
Date

DocuSigned by:
Luke Reynard
C0883CE9285D4CF...
Name: Luke Reynard
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/8/2024
Date

DocuSigned by:
Robyn Guarino
74873484941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-6, Amendment #3, SFY 2025 Budget

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

Contractor Name: NFI North, Inc.

Project Title: Transitional Housing Programs

Budget Period: SFY2025 7/1/2024 - 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 7,718,514.44	$ 771,851.44	$ 8,490,365.88	$ 6,776,669.66	$ 677,666.97	$ 7,454,336.63	$ 941,844.78	$ 94,184.48	$ 1,036,029.26
2. Employee Benefits	$2,086,892.37	$ 208,689.24	$ 2,295,581.61	$ 1,556,896.31	$ 155,689.62	$ 1,712,585.93	$ 530,096.06	$ 53,009.61	$ 583,105.67
3. Consultants	$990,702.00	$ 99,070.30	$ 1,089,772.30	$ 729,602.31	$ 72,960.43	$ 802,562.74	$ 261,099.69	$ 26,109.97	$ 287,209.66
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$4,808.00	$ 480.80	$ 5,288.80	$ 4,808.00	$ 480.80	$ 5,288.80	$ -	$ -	$ -
Repair and Maintenance	$1,000.00	$ 100.00	$ 1,100.00	$ 1,000.00	$ 100.00	$ 1,100.00		$ -	$ -
Purchase/Depreciation	$537,960.85	$ 53,796.08	$ 591,646.93	$ 527,960.85	$ 52,796.08	$ 580,646.93	$ 10,000.00	$ 1,000.00	$ 11,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$47,100.00	$ 4,710.00	$ 51,810.00	$ 35,136.60	$ 3,513.66	$ 38,650.26	$ 11,963.40	$ 1,196.34	$ 13,159.74
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$28,704.00	$ 2,870.40	$ 31,574.40	$ 21,413.10	$ 2,141.32	$ 23,554.50	$ 7,290.90	$ 729.09	$ 8,019.90
6. Travel	$72,158.00	$ 7,215.90	$ 79,374.90	$ 48,830.51	$ 4,883.05	$ 53,713.57	$ 23,328.49	$ 2,332.85	$ 25,661.33
7. Occupancy	$370,284.84	$ 37,028.49	$ 407,313.43	$ 268,765.84	$ 26,876.59	$ 295,642.53	$ 101,519.00	$ 10,151.92	$ 111,670.90
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$65,325.00	$ 6,532.50	$ 71,857.50	$ 46,732.45	$ 4,673.25	$ 51,405.70	$ 18,592.55	$ 1,859.26	$ 20,451.81
Postage	$1,150.00	$ 115.00	$ 1,265.00	$ 1,150.00	$ 115.00	$ 1,265.00		$ -	$ -
Subscriptions	$5,634.00	$ 563.40	$ 6,197.40	$ 5,634.00	$ 563.40	$ 6,197.40		$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$136,297.00	$ 13,629.70	$ 149,926.70	$ 101,670.19	$ 10,167.01	$ 111,837.11	$ 34,616.90	$ 3,461.69	$ 38,078.59
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$6,355.00	$ 635.50	$ 6,990.50	$ 6,355.00	$ 635.50	$ 6,990.50	$ -	$ -	$ -
10. Marketing/Communications	$12,000.00	$ 1,200.00	$ 13,200.00	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -
11. Staff Education and Training	$39,600.00	$ 3,960.00	$ 43,560.00	$ 29,541.60	$ 2,954.16	$ 32,495.76	$ 10,058.40	$ 1,005.84	$ 11,064.24
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consumables (food, household supplies etc.)	$469,019.00	$ 46,901.90	$ 515,920.90	$ 348,219.00	$ 34,821.90	$ 383,040.90	$ 120,800.00	$ 12,080.00	$ 132,880.00
CMHR Training	$3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 12,646,498.50	$ 1,258,348.44	$ 13,905,846.76	$ 9,524,587.52	$ 952,456.74	$ 10,477,046.36	$ 3,121,909.08	$ 308,890.83	$ 3,428,800.00
Indirect As A Percent of Direct		10.0%							

NFI North, Inc.
SS-2021-DBH-03-TRANS-01-A03
Exhibit C-6, Amendment #3 SFY 2025 Budget
Page 1 of 1

Contractor Initials U

Date 5/2/2024

23 GAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

May 23, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with NFI North, Inc. (VC#177575-B001), Contoocook, NH, to continue to provide transitional housing services for adults who have severe mental illness or severe and persistent mental illness, by exercising a contract renewal option by increasing the price limitation by $6,372,800 from $4,479,800 to $10,852,600 and extending the completion date from June 30, 2022 to June 30, 2024, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on July 15, 2020, item #16 and most recently amended with Governor and Council approval on September 23, 2020, item #15.

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

05-95-092-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204117	$2,582,800	$0	$2,582,800
2022	102-500731	Contracts for Prog Svc	92204117	$1,897,000	$0	$1,897,000
2023	102-500731	Contracts for Prog Svc	92204117	$0	$2,997,000	$2,997,000
2024	102-500731	Contracts for Prog Svc	92204117	$0	$3,375,800	$3,375,800
			Total	$4,479,800	$6,372,800	$10,852,600

EXPLANATION

The purpose of this request is to continue operation of a transitional housing program for adults who have severe mental illness or severe and persistent mental illness; are eligible for community mental health services at a Community Mental Health Center, as defined in New Hampshire Administrative Rule He-M 401; and who no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. With successful transitions of these individuals to transitional housing, beds at New Hampshire Hospital and Designated Receiving Facilities continue to be available for individuals in need of and waiting for the level of care provided at those facilities. This request also includes the addition of dedicated housing specialists within the transitional housing program who will assist individuals ready to transition to independent living by creating plans and applying for permanent housing options.

Approximately 100 individuals will be served each State Fiscal Year.

Individuals, aged 18 years and older, who participate in the transitional housing program, will continue to receive the necessary services to support and promote rehabilitation that facilitates a transition to independent living in the community. Program services include psychiatric services, medication management, clinical services, medical service, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, and support for community connectedness and family involvement.

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

- Quarterly meetings to review submitted reports that outline the number of beds occupied programmatic services provided to each individual, each individual's progress towards independent living, length of stay for each individual served; and incoming cases.
- Annual review of the effectiveness of services measured using the Adult Needs and Strengths Assessment, or other approved evidence-based assessment.
- Evaluation of individual service encounter data submitted through the Department's Phoenix reporting system.
- Review of monthly Balance Sheet and Profit and Loss statements for ongoing evaluation of fiscal integrity.
- Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of the individuals served.

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

Should the Governor and Council not authorize this request 76 Transitional Housing Program beds will no longer be available to individuals in need of transitional residential treatment services who are transitioning from New Hampshire Hospital or a designated receiving facility to the community which, in turn, limits the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Statewide

Source of Funds: General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Transitional Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NFI North, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020, (Item #16), as amended on September 23, 2020, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1, Revisions to Form P-37, General Provisions, Subparagraph 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   June 30, 2024

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

   $10,852,600

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

   Robert W. Moore, Director

4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, by adding Subsection 1.23, to read:

   1.23. Housing Specialist Services

   1.23.1 The Contractor shall assist individuals with completing applications to all housing programs the individual may be eligible for, including but not limited to, Housing Bridge Subsidy Program, Integrative Voucher Housing Program, and Housing Choice Voucher Program.

   1.23.2 The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals, as needed, for housing applications.

   1.23.3 The Contractor shall collaborate with the individual to create a housing plan, which shall include, but is not limited to:

   1.23.3.1 Housing history and community of choice preferences.

   1.23.3.2 Barriers to housing, including identified solutions.

   1.23.3.3 Initial rental needs and resources.

   1.23.3.4 Benefits eligibility and status.

   1.23.3.5 Information regarding community services as requested and needed, which may include, but is not limited to:

   1.23.3.5.1 Supportive services.

Contractor Initials PD
Date 5/24/2022

1.23.3.5.2 Substance use disorder treatment.

1.23.3.5.3 Behavioral health care; psychiatric health care.

1.23.3.5.4 Primary and medical health care.

1.23.3.5.5 Transportation services.

1.23.3.5.6 Resources for obtaining groceries and other needed household items.

1.23.4 The Contractor shall assist the individual with understanding tenant rights and obligations, fair housing laws, and the role of landlords.

1.23.5 The Contractor shall assist the individual with identifying appropriate housing and with contacting potential landlords, as appropriate or as requested by the individual.

1.23.6 The Contractor shall attend appointments and meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, lease provisions, and to ensure the individual secures leases in their own name, with full rights of tenancy.

1.23.7 The Contractor shall ensure successful transition to independent housing by providing support to individuals and landlords for no less than six (6) consecutive months after discharge.

1.23.8 The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

1.23.9 The Contractor shall ensure their housing specialist participates in all trainings conducted by either New Hampshire Housing Finance Authority or the Department, as requested by the Department.

5. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.4., to read:

3.4. For individuals without health insurance or other coverage for the services they receive and for operational costs contained in Exhibit C-1, Amendment 1 Budget, through Exhibit C-4, Amendment 2, SFY2024 Budget for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

3.4.1. Invoices of this nature shall include general ledger detail indicating the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:

3.4.1.1. First and last name of client.

3.4.1.2. Date of birth.

3.4.1.3. Medicaid ID number.

3.4.1.4. Date of Service identifying date, units, and any possible third-party reimbursement received.

6. Modify Exhibit C, Payment Terms, Section 4 to read:.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items as specified in Exhibit C-1, Amendment 1 Budget through Exhibit C-4, Amendment 2 Budget.

7. Modify Exhibit C, Payment Terms, Section 5 to read:

5. The Contractor shall submit an invoice and supporting documents 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:

5.1. Ensure the invoice is submitted in a form that is provided by the Department or is otherwise acceptable to the Department.

5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

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

5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

8. Add Exhibit C-3, Amendment 2, SFY2023 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-4, Amendment 2, SFY2024 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/24/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

NFI North, Inc.

5/24/2022
Date

DocuSigned by:
Paul Dann
Name: Paul Dann
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/26/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Amendment 2, SFY 2023 Budget

New Hampshire Department of Health and Human Services

Contractor Name: NFI North, Inc.

Project Title: Transitional Housing Programs

Budget Period: SFY2023 (7/1/2022 - 6/30/2023)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2. Employee Benefits	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3. Consultants	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Repair and Maintenance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Purchase/Depreciation	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Medical	-	-	-	-	-	-	-	-	-
Office	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6. Travel	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7. Occupancy	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Postage	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Subscriptions	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Audit and Legal	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Insurance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10. Marketing/Communications	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11. Staff Education and Training	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Construction (beds, housekeeping supplies etc.)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Indirect As A Percent of Direct		[illegible]							

DS
PD
Contractor Initials
Date 5/24/2022

Exhibit C-4, Amendment 2, SFY 2024 Budget

New Hampshire Department of Health and Human Services

Contractor Name: HFI North, Inc.

Project Title: Transitional Housing Program

Budget Period: SFY2024 7/1/2023 - 6/30/2024

Line Item	Total Program Cost – Direct	Total Program Cost – Indirect	Total Program Cost – Total	Contractor Share / Match – Direct	Contractor Share / Match – Indirect	Contractor Share / Match – Total	Funded by DHHS contract share – Direct	Funded by DHHS contract share – Indirect	Funded by DHHS contract share – Total
1. Total Salary/Wages	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2. Employee Benefits	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3. Consultants	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Repair and Maintenance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Purchase/Depreciation	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Medical	-	-	-	-	-	-	-	-	-
Office	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6. Travel	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7. Occupancy	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Postage	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Subscriptions	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Audit and Legal	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Insurance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10. Marketing/Communications	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11. Staff Education and Training	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Indirect As A Percent of Direct: [illegible]

Contractor Initials: PD

Date: 5/24/2022

SEP09'20 AM10:03 DAS

15 mar

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

August 31, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing Sole Source contract with NFI North, Inc. (VC#177575-B001), Contoocook, NH to expand their community Transitional Housing Program for adults who have severe mental illness or severe and persistent mental illness, by increasing the number of beds from sixty (60) to seventy-six (76) and increasing the price limitation by $2,079,800 from $2,400,000 to $4,479,800 with no change to the contract completion date of June 30, 2022 effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on July 15, 2020, Item #6.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204117	$1,200,000	$1,382,800	$2,582,800
2022	102-500731	Contracts for Prog Svc	92204117	$1,200,000	$697,000	$1,897,000
			Subtotal	*$2,400,000*	*$2,079,800*	*$4,479,800*

EXPLANATION

This request is Sole Source because the Department did not receive any responses to the Request for Application, posted April 24, 2020 and closed May 15, 2020, to operate these sixteen (16) transitional housing program beds. In the interest of maintaining Transitional Housing capacity statewide, and the public's health and safety, the Department has identified this vendor as having the capacity and expertise to quickly respond to the Transitional Housing Program needs for these sixteen (16) beds.

The purpose of this request is expand the existing contract to include eight (8) additional transitional housing program beds in the Greater Manchester Region and eight (8) additional beds in another area in the state, as approved by the Department, for adults who have severe mental illness or severe and persistent mental illness and are eligible for community mental health services, and no longer meet the level of care provided by New Hampshire Hospital or designated receiving facilities. With successful transitions for these patients, it is anticipated that this will enable beds to open at New Hampshire Hospital and the designated receiving facilities thus having a positive impact on individuals waiting in emergency departments for a bed. Individuals participating in the transitional housing program will receive the necessary services to support and promote rehabilitation that will facilitate a transition to independent living in the community.

The population served are individuals who are at least eighteen (18) years of age and older, have been diagnosed with a severe mental illness or severe and persistent mental illness, and meet eligibility criteria for community mental health services at a community mental health center as defined in New Hampshire Administrative Rule He-M 401. Approximately sixteen (16) individuals will be served from October 1, 2020 to June 30, 2022.

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

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

- Quarterly meetings to review submitted quarterly reports that outline the number of beds occupied, programmatic services provided to each individual, each individual's progress towards independent living, and incoming cases.
- Annual review of the effectiveness of services will be measured using the Adult Needs and Strengths Assessment, or other approved evidence based assessment.
- Evaluation of individual service encounter data that is submitted through the Department's Phoenix reporting system will inform care monitoring and ongoing agency wide quality service monitoring.
- Submission of monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.
- Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.

As referenced in Exhibit A, Revisions to Standard Contract Language, Paragraph 1.2 of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request sixteen (16) Transitional Housing Program beds will no longer be available to individuals in need of transitional residential treatment services who are transitioning from New Hampshire Hospital or a designated receiving facility to the community which, in turn, limits the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Greater Manchester and an additional Mental Health Region

Source of Funds: General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Transitional Housing Programs Contract

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020, #16, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

   $4,479,800.

2. Add Exhibit B, Scope of Services, Section 1. Statement of Work, Subsection 1.1., Paragraph 1.1.4. to read:

   1.1.4. An eight (8) bed Transitional Housing Program in mental health region seven (7) at the Contractor's Greater Manchester location.

   1.1.5. An eight (8) bed Transitional Housing Program in another mental health region as approved by the Department in writing within thirty (30) days of contract approval.

3. Modify Exhibit B, Scope of Services, Section 7. Use of Premises for the State Owned Buildings – Governor Hugh Gallen State Office Park Campus, by deleting it in its entirety and replacing it to read:

   7. Use of Premises for the State Owned Buildings – Governor Hugh Gallen State Office Park Campus

   7.1. The Contractor shall use the buildings owned by the State of New Hampshire, identified by the Department as Bayberry House, Brick House, Grey House, Pond Place East, Pond Place West, Yellow House, and Howard Recreational Center, to provide the Transitional Housing Program on the Hugh Gallen State Office Park South Campus in Concord, New Hampshire (hereinafter "premises") to provide transitional housing services as specified in this Exhibit B.

   7.2. The Contractor agrees that routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances). Routine building maintenance does not include damage resulting in abuse or neglect by the Contractor or its agents, consumers, and visitors.

   7.3. The Contractor shall:

   7.3.1. Establish accounts for all utilities (Natural Gas, Water, Sewer, Waste Disposal and Electric) in the name of the Contractor, with NHH named as "second" on each utility account. Invoices for each utility shall be sent directly to, and paid by, the Contractor;

   7.3.2. Reimburse the State for utilities based on allocated one-third (1/3) the square footage of the Howard Recreational Center;

   7.3.3. Assign a liaison and backup to develop a Maintenance and Housekeeping

Checklist for routine repairs and maintenance needs. The Maintenance and Housekeeping Checklist will be available for the Hospital to review and prioritize during the monthly inspection conducted by the Hospital. Liaisons will be the only persons who shall contact Hospital Facilities or Environmental Services Offices;

7.3.4. Designate a liaison to be responsible for all keys, to include distribution, tracking, and communication with the Hospital Facilities Office for lock repair or key replacement;

7.3.5. Be responsible for routine household tasks, such as, moving of furniture, changing light bulbs, and minor plumbing repairs, such as, toilet unclogging;

7.3.6. Be responsible for housekeeping in accordance with checklist references in Paragraph 7.3.3. above;

7.3.7. Be responsible for window air conditioners maintenance, repairs, and replacement;

7.3.8. Be responsible to call State Office Complex Police if there is an emergency requiring maintenance after normal business hours;

7.3.9. Be responsible for maintenance, repair, and replacement of household appliances, such as refrigerators, dishwashers, washer and dryer, and stoves;

7.3.10. Be responsible for maintenance, repair, and replacement of landscaping features and decorations, such as gazebos, gazing balls, etc.;

7.3.11. Conduct monthly fire extinguisher inspections, in coordination with Hospital Facilities Office. Maintain, or replace the extinguishers annually as necessary;

7.3.12. Be responsible for any damage due to occupancy, or leasehold improvements, including interior painting and floor covering repair or replacement. In no case shall the Contractor make improvements without the written permission of the New Hampshire Hospital Facilities Office;

7.3.13. Use the Department's Information Technology (IT) cables only as approved by the IT Department;

7.3.14. Pay for the personal alarm ("Life Alert") system;

7.3.15. Be responsible for snow removal and de-icing of steps and walkways adjacent to the buildings;

7.3.16. Be responsible for the purchase, supply, laundering, and management of all linens (sheets, pillowcases, bath towels, and face cloths);

7.3.17. Be responsible for laundering and management of all client personal items;

7.3.18. Ensure all buildings are reasonably maintained, kept sanitary, and clean between scheduled cleaning inspections and services provided by the Hospital;

7.3.19. Ensure all buildings are free of pests and pay for pest extermination services if needed; and

7.3.20. Dispose of recycling materials.

7.4. The Contractor shall have the right to utilize the onsite parking lots and acknowledges that no reserved parking is provided as part of this Agreement.

7.5. The Contractor confirms the premises has been inspected and the condition of the premises is acceptable.

7.6. The Contractor shall obtain written consent from the State of New Hampshire prior to performing or constructing any additions, alterations or improvements to the premises.

7.7. The Contractor shall ensure all work, repairs, renovations, or replacements approved by the State in Paragraph 7.3.3. are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.

7.8. The Contractor shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State of New Hampshire is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the State of New Hampshire, and at the Contractor's own expense:

7.8.1. Place in satisfactory condition in every particular, all guaranteed work and correct all defects therein;

7.8.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State of New Hampshire, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and

7.8.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

7.9. The Contractor is responsible for all repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.

7.10. The Contractor shall be subject to general supervision by the State of New Hampshire. The Contractor shall be subject to rules and regulations prescribed by the State of New Hampshire including, but not limited to, meeting the requirements of the Department's Health Facilities Administration, and the State of New Hampshire Public Works Department.

7.11. The Contractor shall protect, repair and maintain the premises in good order and condition and shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.

7.12. The Contractor shall at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.

7.13. Should the Contractor discover any violations to applicable federal, state and local laws, rules, regulations or standards, the Contractor shall report the violations immediately to the Department and, at their own expense, be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules and regulations and standards.

7.14. The Contractor agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the premises, at all times (with reasonable notice) for any purpose, including inspection, and the Contractor shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.

7.15. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under

this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. The Contractor expressly waives all claims against the State of New Hampshire for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

7.16. The Contractor agrees, to indemnify, save, hold harmless and defend the State and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Facilities Use Agreement section and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the State or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

7.17. The Facilities Use section of this Agreement is effective only insofar as the rights of the Contractor in the premises involved are concerned, and the Contractor shall obtain such permission as may be necessary on account of any other existing rights.

7.18. The terms of the Facilities Use section of this Agreement shall not be transferred or assigned. The Contractor agrees that on the Completion Date of this Agreement, it shall vacate the premises and shall, remove all personal property and restore the premises to a condition satisfactory to the State, with damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor neglects to remove their personal property and to so restore the premises, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the premises to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

7.19. The Contractor and the State agree that no notices, orders, directions, determinations, requirement consents, or approvals under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed to the State:

New Hampshire Hospital
Attn: Director of Facilities
36 Clinton Street
Concord, NH, 03301

7.20. The Department's New Hampshire Hospital shall:

7.20.1. Conduct scheduled preventative maintenance inspections and repairs for all equipment to include, heating and cooling systems, sump pumps, plumbing fixtures, drains, and backflow preventers;

7.20.2. Replace, as needed, equipment to include, heating and cooling systems, sump pumps, plumbing fixtures, drains, backflow preventers, and generators;

7.20.3. Maintain all electrical wiring and related hard-wired lighting, receptacles and panel board fixtures;

7.20.4. Maintain all fire protection related equipment, except fire extinguishers;

7.20.5. Respond to requests for routine maintenance during normal business hours, Monday through Friday 7:00 AM - 3:00 PM;

7.20.6. Respond immediately to emergency maintenance requests that threaten the health and safety of consumers, staff, and property as needed, twenty-four (24) seven (7) days per week;

7.20.7. Tour each building as needed, or requested to inspect the building and to review and prioritize the Maintenance Checklist developed by the Contractor Liaison;

7.20.8. Provide monthly testing of each generator and egress lighting, and provide the Contractor with written documentation of the testing and results;

7.20.9. Conduct fire drills in accordance with applicable compliance regulations, and provide the Contractor with written documentation of the test and results;

7.20.10. Conduct sprinkler inspections in accordance with applicable local, State, and federal regulations, and provide the Contractor with written documentation of the test and results;

7.20.11. State Office Complex Police will provide Police Coverage and Protection including Life-Alert;

7.20.12. Monitor Transitional Housing Services environment via the building automation system;

7.20.13. Clean kitchen exhaust ductwork on an annual basis; and

7.20.14. Maintain locks and replace lost or damaged keys at a price to be determined by the Hospital.

3.4. The Department shall provide ground maintenance, defined as the following:

7.20.15. Mowing of lawns;

7.20.16. Trimming of bushes and shrubs;

7.20.17. Plowing of roads; and

7.20.18. Maintenance of trees.

4. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.4., to read:

3.5. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C-1, Budget, C-1, Amendment 1, Budget, C-2, Budget and C-2, Amendment 1, Budget for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

3.5.1. Invoices of this nature shall include general ledger detail indicating, the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:

3.5.1.1. First and last name of client.

3.5.1.2. Date of birth.

3.5.1.3. Medicaid ID number.

3.5.1.4. Date of Service identifying date, units, and any possible third party reimbursement received.

5. Modify Exhibit C-1, Budget and replace in its entirety with Exhibit C-1, Amendment 1 Budget, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-2, Budget and replace in its entirety with Exhibit C-2, Amendment 1 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/3/2020
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

NFI North, Inc.

9/2/2020
Date

DocuSigned by:
Paul Dann
Name: Paul Dann
Title: Executive Director

New Hampshire Department of Health and Human Services
Transitional Housing Programs

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

OFFICE OF THE ATTORNEY GENERAL

9/3/2020
Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Docusign Envelope ID: 45430224-BDD7-443A-8453-121AAE2ECB3E

DocuSign Envelope ID: 5487D896-44FC-4967-81FB-EE35EA33DD0F

DocuSign Envelope ID: 9D5D810C-C391-4485-9F99-35889308AFDA

DocuSign Envelope ID: 0504DA29-6C05-43F9-A6C8-2398A533581C

New Hampshire Department of Health and Human Services

Contractor name: [illegible]

Budget Request for: Transitional Housing Program

Budget Period: SFY 2021 G&C Approval-6/30/2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 5,372,680.66	$ 527,598.00	$ 5,900,258.66	$ 4,356,442.96	$ 431,848.30	$ 4,682,100.37	$ 1,016,337.02	$ 101,833.70	$ 1,118,170.70
2. Employee Benefits	$ 1,431,485.73	$ 112,114.37	$ 1,543,532.08	$ 1,147,438.45	$ 114,745.90	$ 1,262,305.87	$ 274,373.83	$ 27,402.50	$ 301,426.27
3. Consultants	$ 702,973.00	$ 70,297.30	$ 773,300.70	$ 557,452.08	$ 58,743.31	$ 624,196.30	$ 133,818.84	$ 13,331.80	$ 149,070.84
4. Equipment:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 17,880.84	$ 1,788.48	$ 19,433.35	$ 14,360.17	$ 1,426.00	$ 15,686.95	$ 3,420.77	$ 343.58	$ 3,746.35
Repair and Maintenance	$ 9,800.00	$ 980.00	$ 10,780.00	$ 7,814.76	$ 781.08	$ 8,701.83	$ 1,888.24	$ 188.83	$ 2,078.17
Purchase/Depreciation	$ 227,224.30	$ 22,722.87	$ 250,812.87	$ 183,608.00	$ 18,360.87	$ 202,968.34	$ 43,831.81	$ 4,382.33	$ 48,213.11
5. Supplies:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ 100.00	$ 1,100.00	$ 807.22	$ 80.72	$ 887.94	$ 192.78	$ 19.28	$ 212.06
Lab		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 46,000.00	$ 4,600.00	$ 50,600.00	$ 37,132.12	$ 3,713.21	$ 40,845.33	$ 8,867.88	$ 886.79	$ 9,754.67
Medical		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 27,000.00	$ 2,700.00	$ 29,700.00	$ 21,794.94	$ 2,179.49	$ 23,974.43	$ 5,205.06	$ 520.51	$ 5,725.57
6. Travel	$ 58,460.00	$ 5,846.00	$ 64,306.20	$ 47,191.70	$ 4,718.17	$ 51,910.87	$ 11,278.30	$ 1,127.83	$ 12,397.33
7. Occupancy	$ 318,744.30	$ 31,874.44	$ 350,618.83	$ 257,296.85	$ 25,729.68	$ 283,026.53	$ 61,447.54	$ 6,144.75	$ 67,592.30
8. Current Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 61,720.00	$ 6,172.00	$ 67,892.00	$ 49,821.82	$ 4,982.18	$ 54,803.78	$ 11,898.18	$ 1,189.84	$ 13,088.27
Postage	$ 2,000.00	$ 200.00	$ 2,200.00	$ 1,614.44	$ 161.44	$ 1,775.88	$ 385.56	$ 38.56	$ 424.12
Subscriptions	$ 845.00	$ 84.50	$ 1,208.50	$ 782.23	$ 74.98	$ 830.11	$ 162.18	$ 16.22	$ 300.38
Audit and Legal	$ 11,000.00	$ 1,100.00	$ 12,100.00	$ 8,879.42	$ 887.94	$ 9,767.30	$ 2,120.58	$ 212.06	$ 2,332.64
Insurance	$ 78,115.86	$ 7,811.58	$ 85,927.47	$ 63,058.07	$ 6,305.81	$ 69,363.54	$ 15,058.17	$ 1,505.82	$ 16,563.28
Board Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 8,776.50	$ 877.63	$ 9,333.83	$ 6,243.66	$ 466.77	$ 5,136.83	$ 1,113.54	$ 111.35	$ 1,224.88
10. Marketing/Communications	$ 17,240.00	$ 1,724.00	$ 18,964.00	$ 13,918.47	$ 1,391.83	$ 15,309.17	$ 3,323.53	$ 332.35	$ 3,655.88
11. Staff Education and Training	$ 47,880.00	$ 4,788.00	$ 52,668.00	$ 38,649.60	$ 3,864.97	$ 42,514.00	$ 9,230.31	$ 923.03	$ 10,153.34
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction, Food, Household [illegible], Clothing	$ 326,880.00	$ 32,688.00	$ 359,568.00	$ 263,866.72	$ 26,386.47	$ 290,608.60	$ 63,013.28	$ 6,301.86	$ 69,315.36
Licenses, Permits and fees	$ 2,431.00	$ 243.10	$ 2,686.10	$ 1,973.50	$ 197.43	$ 2,170.33	$ 472.50	$ 47.25	$ 518.75
Setup and Equipment Costs for New Facilities		$ -	$ -	$ -	$ -	$ -	$ 746,000.00	$ -	$ 746,000.00
TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]

Indirect As A Percent of Direct: 10.0%

Contractor Initials: PLD

Date: 9/2/2020

Transitional Housing Program   Exhibit C-3, Amendment 1 Budget

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

Contractor name: HPI North, Inc.

Budget Request for: Transitional Housing Program

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

Line Item	Total Program Cost Direct	Total Program Cost Indirect	Total Program Cost Total	Contractor Share / Match Direct	Contractor Share / Match Indirect	Contractor Share / Match Total	Funded by DHHS contract share Direct	Funded by DHHS contract share Indirect	Funded by DHHS contract share Total
1. Total Salary/Wages	5,784,703.84	578,470.86	6,363,174.70	4,734,765.61	463,867.16	5,197,633.37	1,049,943.23	104,604.33	1,154,537.33
2. Employee Benefits	1,561,671.33	156,167.13	1,718,054.46	1,378,191.68	178,874.84	1,437,566.52	183,479.65	25,347.80	311,827.61
3. Consultants	310,872.00	31,027.30	843,468.30	883,760.58	92,829.70	136,708.88	117,151.47	14,718.14	181,810.58
4. Equipment:		-	-	-	-	-	-	-	-
Rental	18,148.84	1,814.80	18,377.30	14,853.02	2,078.47	18,902.45	3,793.81	329.56	3,022.88
Repair and Maintenance	8,300.00	880.00	10,120.00	8,071.30	1,122.80	8,144.38	1,774.79	177.87	1,968.37
Purchase/Depreciation	224,320.38	22,450.33	183,778.01	183,753.83	25,725.63	209,441.77	40,767.55	4,074.75	44,872.08
5. Supplies:		-	-	-	-	-	-	-	-
Educational	1,000.00	100.00	1,100.00	818.50	114.50	833.00	181.50	18.15	190.63
Lab		-	-	-	-	-	-	-	-
Pharmacy	48,000.00	4,800.00	44,400.00	22,208.00	3,500.37	44,784.37	8,767.80	871.20	9,580.70
Medical		-	-	-	-	-	-	-	-
Office	27,000.00	2,700.00	71,100.00	22,098.50	3,003.83	21,182.43	4,903.50	490.01	5,360.35
6. Travel	88,485.00	8,848.50	43,543.50	56,873.67	7,862.78	64,035.16	12,615.53	1,261.45	13,872.68
7. Occupancy	333,594.38	33,138.44	346,280.83	268,434.81	40,580.87	328,811.64	63,958.58	6,395.86	70,353.54
8. Current Expenses		-	-	-	-	-	-	-	-
Telephone	67,300.00	6,700.00	54,100.00	54,838.50	7,677.52	62,517.03	12,160.50	1,216.05	13,376.54
Postage	2,000.00	200.00	1,400.00	1,637.00	229.18	1,866.18	363.00	36.30	399.30
Subscriptions	845.00	84.50	1,638.50	773.40	108.29	881.77	171.57	17.15	188.87
Audit and Legal	11,000.00	1,100.00	17,900.00	9,003.50	1,260.49	10,263.99	1,996.50	199.65	2,196.13
Insurance	85,537.84	8,553.78	70,540.83	68,387.54	8,571.46	77,858.99	15,150.30	1,515.03	16,676.33
Board Expenses		-	-	-	-	-	-	-	-
9. Software	5,778.30	577.83	4,437.50	4,727.83	661.80	5,389.11	1,048.58	104.86	1,153.77
10. Marketing/Communications	14,240.00	1,424.00	16,464.00	11,655.44	1,631.76	13,287.20	2,584.56	258.46	2,843.02
11. Staff Education and Training	53,880.00	5,388.00	43,335.00	43,762.76	6,058.53	49,341.60	9,537.72	956.77	10,517.64
12. Subcontracts/Agreements		-	-	-	-	-	-	-	-
13. Other (specific details mandatory):		-	-	-	-	-	-	-	-
Construction: Food, household materials, c	353,180.00	35,318.00	371,560.00	289,532.58	40,531.36	330,069.92	64,207.44	6,420.74	70,628.18
Licenses, Permits and fees:	2,515.00	251.50	1,433.30	2,058.53	288.18	2,346.71	456.47	45.65	502.11
		-	-	-	-	-	-	-	-
TOTAL	8,581,835.12	850,152.83	58,431,077.63	7,276,179.28	1,083,777.18	8,445,761.84	1,734,343.48	172,484.86	1,857,000.00

Indirect As A Percent of Direct   10.0%

PID
9/2/2020

16 Mar

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

June 23, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a Retroactive, Sole Source contract with NFI North, Inc. (VC#177575-B001), Contoocook, NH in the amount of $2,400,000 to provide a community Transitional Housing Program for adults who have severe mental illness or severe and persistent mental illness, with the option to renew for up to four (4) additional years, effective retroactive to July 1, 2020 upon Governor and Council approval through June 30, 2022. 100 % General Funds.

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Year 2022, 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 through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Prog Svc	92204117	$1,200,000
2022	102/500731	Contracts for Prog Svc	92204117	$1,200,000
			Subtotal	*$2,400,000*

EXPLANATION

This request is Sole Source because in the interest of the public's health and safety, the Department has identified this vendor as having the capacity to quickly respond to the Transitional Housing Program needs for sixty (60) beds. This request is Retroactive because this abrupt change in the Department's strategic approach led to additional negotiations, which delayed the execution of the contract.

The purpose of this request is to operate transitional housing program(s) for adults who have severe mental illness (SMI) or severe and persistent mental illness (SMPI) and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital (NHH) or Designated Receiving Facilities (DRF). With successful transitions of these difficult to place patients, it is anticipated that beds will open at NHH and the DRF(s), thus having a positive

impact on individuals waiting in emergency departments for a bed. Patients participating in the transitional housing program will receive the necessary services to support and promote rehabilitation that will facilitate a transition to independent living in the community.

The population served are individuals who are at least eighteen (18) years of age and older and have been diagnosed with a SMI or SPMI and meet eligibility criteria for community mental health services at a community mental health center (CMHC) as defined in He-M 401. Approximately 60 individuals will be served from July 1, 2020 to June 30, 2022.

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

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

- Quarterly meetings to review submitted quarterly reports that outline the number of beds occupied, programmatic services provided to each individual, each individual's progress towards independent living, and incoming cases.
- Annual review of the effectiveness of services will be measured using the Adult Needs and Strengths Assessment, or other approved Evidence Based assessment.
- Evaluation of individual service encounter data that is submitted through the Department's Phoenix reporting system will inform care monitoring and ongoing agency wide quality service monitoring.
- Submission of monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.
- Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2 of the attached contract, the parties have the option to extend the agreement for up 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 the sixty (60) bed Transitional Housing Programs may not be available to individuals in need of transitional residential treatment services who are transitioning from NHH or a DRF to the community which, in turn, limits the availability of beds for individuals awaiting inpatient hospital services across the State.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

Subject: Transitional Housing Programs (SS-2021-DBH-03-TRANS-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 Lane Contoocook, NH 03229	
1.5 Contractor Phone Number (603) 746-7550	1.6 Account Number 05-95-92-922010-4117	1.7 Completion Date June 30, 2022	1.8 Price Limitation $2,400,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 6/19/20		1.12 Name and Title of Contractor Signatory Toni L. Dann, PhD Executive Director	
1.13 State Agency Signature Date: 6/25/20		1.14 Name and Title of State Agency Signatory Katja S. 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)* By: Catherine Pinos On: 06/26/20			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 6/19/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date 6/19/20

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials RD

Date 6/19/20

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials LD

Date 6/19/20

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").

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

3.3. The parties may extend the Agreement for up to four (4) additional year(s) 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 12.3. as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. 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.

Scope of Services

1. Statement of Work

1.1. The Contractor shall ensure services are available in the following Mental Health regions:

1.1.1. A forty (40) bed Transitional Housing Program on the grounds of Governor Hugh Gallen State Office Park Campus in Concord, New Hampshire.

1.1.2. An eight (8) bed Transitional Housing Program in mental health region one (1) at the Contractor's Bethlehem location.

1.1.3. A twelve (12) bed Transitional Housing Program in mental health region four (4) located at the Contractor's Bradford location.

1.2. The contractor shall submit copies of tobacco-free policies that apply to both inside and on the grounds of each residence within thirty (30) days of the effective contract date.

1.3. The Contractor shall adhere to Administration of Medication standards as outlined in NH Administrative Rule He-M 1200, Medication Standards, Part 1202, Administration of Medications in Behavioral Health Programs (hereinafter referred to as He-M 1200, Part 1202).

1.4. The Contractor shall complete and maintain certification and licensure in accordance with NH Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences (hereinafter referred to as He-M 1000, Part 1002), and NH Administrative Rule He-P 800, Residential Care and Health Facility Rules, Part 814, Community Residences at the Residential Care and Supported Residential Care Level (hereinafter referred to as He-P 800, Part 814).

1.5. The Contractor shall comply with all State and federal laws and regulations pertaining to the licensure and operation of a community residential program.

1.6. The Contractor shall be in compliance with applicable federal and State laws, rules and regulations, and applicable policies and procedures adopted by the Department and currently in effect, and as they may be adopted or amended during the contract period.

1.7. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.8. Transitional Housing Program

1.8.1. The Contractor shall operate a Transitional Housing Program (Program) twenty-four (24) hours per day, seven (7) days per week for the supervision for clients, who are:

1.8.1.1. Eighteen (18) years of age or older; and

1.8.1.2. Eligible for community mental health services in accordance with New Hampshire (NH) Administrative Rule Chapter He-M 400, Community Mental Health, Part 401, Eligibility Determination and Individual Service Planning (hereinafter referred to as He-M 400,

Part 401).

1.8.2. The Contractor shall operate Transitional Housing Programs to provide housing and rehabilitative mental health services and supports for clients ensuring:

1.8.2.1. Any bed is available to clients with and without insurance.

1.8.2.2. Any bed is available to clients regardless of their ability to pay.

1.8.2.2.1. The Contractor shall ensure that no more than five (5) percent of bed days are available to individuals without insurance.

1.8.3. The Contractor shall provide the following services on an individual and group basis, as necessary, in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services (hereinafter referred to as He-M 400, Part 426):

1.8.3.1. Individualized Resiliency and Recovery Oriented Services;

1.8.3.2. Psychotherapeutic Services, including sex offender treatment;

1.8.3.3. Targeted Case Management Services;

1.8.3.4. Partial Hospitalization Services; and

1.8.3.5. Medication Related Services.

1.8.4. The Contractor shall provide assistance and instruction to improve and maintain a client's skills in basic daily living, personal development, and community activities, that shall include, but are not be limited to:

1.8.4.1. Personal decision making;

1.8.4.2. Personal care, budgeting, shopping, and other functional skills;

1.8.4.3. Household chores and responsibilities;

1.8.4.4. Having relationships with people with and without mental illness;

1.8.4.5. Accessing a wide range of integrated community activities including recreational, vocational, and cultural;

1.8.4.6. Participating in religious services and practices of the client's choosing; and

1.8.4.7. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.

1.8.5. The Contractor shall provide the written processes for referrals, admissions, evaluations and discharges to the Department no later than thirty (30) days from the contract effective contract date.

1.8.6. The Contractor shall serve clients referred from New Hampshire Hospital, Designated Receiving Facilities, or Community Mental Health Providers who:

1.8.6.1. Have a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community mental health program, as defined in He-M 400, Part 401;

1.8.6.2. Require extensive support and rehabilitation to successfully transition from NHH or a DRF before moving to a less restrictive alternative in the client's community of choice; and

1.8.6.3. Have been determined to no longer require the level of care provided by NHH or a DRF.

1.8.7. The Contractor shall give clients from NHH first priority of admittance to the Transitional Housing Program, followed by clients from DRFs and the CMHPs. The Contractor shall:

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

1.8.7.2. Collaborate with the Department on the data elements to be captured in the list. The agreed upon list shall be made available to the Department weekly, at a minimum.

1.8.7.3. Notify the Department, in writing, prior to enrolling non-NHH clients into the Program.

1.8.8. The Contractor shall prioritize clients referred by NHH by having a referral, admission, and evaluation process that:

1.8.8.1. Places current inpatient clients at NHH ahead of all DRF and CMHP referrals;

1.8.8.2. Provides for a written referral protocol that includes a review and evaluation of the client's current situation, assessment of need and disposition;

1.8.8.3. Responds to all referrals, in writing, as to the client acceptance or denial into the Transitional Housing Program, including an explanation of any contingencies placed on the acceptance, or the reasons for denial of the client;

1.8.8.4. Responds to the client, with a decision in writing, within fourteen (14) business days of receipt with a copy to the Department;

1.8.8.5. Notifies the Department in writing of any accepted referrals prior to admission and transition into the Transitional Housing Program;

1.8.8.6. Includes an admission process approved by the Department that ensures the successful entry of accepted referrals into the program. In the event that a referral is not successful in the transition process, the Contractor shall communicate with NHH or the agency that initiated the referral, verbally and in writing, as to

the reason(s) for the unsuccessful transition; and

1.8.8.7. Includes approval by the Department for all clients being referred by the community.

1.8.9. The Contractor shall develop and operate Transitional Housing Programs with residential and rehabilitative mental health services and supports and be operational no later than sixty (60) calendar days from the contract effective date.

1.8.10. The Contractor shall become an enrolled Medicaid provider through the Department's Medicaid program within in 120 days of the effective contract date.

1.8.11. In the event the Department incorporates Medicaid eligible Transitional Housing Program(s) with its Managed Care Organizations, the Contractor shall be notified by the Department and provided 120 days to enroll as a provider with the Managed Care Organizations for all Medicaid eligible Transitional Housing Programs. Proof of enrollment shall be provided to the Department within seven (7) days of enrollment.

1.8.12. The Contractor shall have a discharge process for clients who are discharged from the Transitional Housing Program that:

1.8.12.1. Supports a maximum stay of two (2) years per client, per episode, unless otherwise approved by the Department in writing.

1.8.12.2. Ensures participation in discharge planning meetings with community mental health centers, NHH, other providers, and natural supports;

1.8.12.3. Provides for a written discharge plan that includes an evaluation of the client's current situation, disposition and transition plan for moving back into the community;

1.8.12.4. Retains the client's bed, in the event that:

1.8.12.4.1. A client's conditional discharge is revoked, and the client is readmitted to NHH, for up to thirty (30) days.

1.8.12.4.2. A client is voluntarily readmitted to NHH, for up to thirty (30) days.

1.8.12.5. Demonstrates development and implementation of a collaborative relationship with the community mental health program and natural supports, including family, to develop the terms of conditional discharges pursuant to RSA 135-C:50 and NH Administrative Rule He-M 600, New Hampshire Hospital, Part 609, Conditional Discharge, and to develop treatment plans designed to return each client to the community.

1.8.13. The Contractor shall submit a transitional plan that transitions clients back into

the community to the Department no later than 30 days from the contract effective date, which includes, but is not limited to:

1.8.13.1. Specific steps to move existing program participants into more integrated community settings.

1.8.13.2. A person-centered plan that incorporates their needs, and safety of themselves and the public per Administrative Rule He-M 400, Part 401 and He-M 400, Part 408.

1.8.13.3. Coordination with the client's local community mental health program, peer support agencies, and other natural supports to provide other services and supports to the client in the community.

1.8.13.4. Involvement of the client's family to support integration into the community, with the client's consent.

1.8.13.5. Identification of any barriers to placement in the community with a plan to overcome those barriers, that emphasizes interventions necessary to promote more opportunities for integration into the community.

1.9. Medical Services

1.9.1. The Contractor shall ensure a minimum of one (1) registered nurse is available during the hours of 8:00 AM (EST) to 10:00 PM (EST), Monday through Friday, and 8:00 AM (EST) to 4:30 PM (EST) on Saturdays and Sundays, or the availability of on-call nursing that is available to come on-site during the weekends and evening hours. The Contractor shall ensure:

1.9.1.1. Services are provided on site, or in an office setting providing there is no medical reason to provide the services on site.

1.9.1.2. Medical services include, but are not limited to:

1.9.1.2.1. An annual review conducted by the registered nurse in consultation with the client's Primary Care Physician, of:

1.9.1.2.1.1. Health history;

1.9.1.2.1.2. Health status;

1.9.1.2.1.3. Supports identified or needed to maintain physical, mental, and social well-being incorporating; and

1.9.1.2.1.4. All Core Standardized Assessment required domains.

1.9.1.2.2. Instruction in, and assistance with, taking prescribed medications independently, in accordance with He-M 1200, Part 1202, Administration of Medications in

the Transitional Housing Program; and

1.9.1.3. Residential staff are trained to meet the requirements specified in He-M 1200, Part 1202, Administration of Medications in the Transitional Housing Program.

1.10. Health Services

1.10.1. The Contractor shall provide and triage health services for medical and psychiatric needs twenty-four (24) hours per day seven (7) days per week.

1.10.1.1. The Contractor shall ensure a minimum of one (1) masters level clinician is on-call evenings, weekends and holidays to provide:

1.10.1.1.1. Emergency treatment;

1.10.1.1.2. Crisis intervention;

1.10.1.1.3. Coordination of Involuntary Emergency Admission petitions, in accordance with New Hampshire (NH) Revised Statute Annotated (RSA) 135-C:27 and NH RSA 135-C:28; and

1.10.1.1.4. Coordination of revocation of conditional discharges, in accordance with NH RSA 135-C:51.

1.10.1.2. The Contractor shall ensure a minimum of one (1) registered nurse is available on-call the remainder of each day the masters level clinician is not on-call, including weekends and holidays, to provide:

1.10.1.2.1. Education;

1.10.1.2.2. Problem solving and support regarding medications; and

1.10.1.2.3. Response to health-related concerns.

1.11. Specialized Treatment

1.11.1. The Contractor shall ensure sex offender services; risk assessment evaluations; and treatment for clients who have co-occurring disorders, or require sex offender treatment, or other court-mandated treatments are available, as necessary or as requested by the Department, ensuring services are not be unduly delayed or denied.

1.12. Wellness Management

1.12.1. The Contractor shall support a culture of wellness and provide clients with access to services and activities, including but not limited to, "Healthy Choices-Healthy Changes".

1.13. Adult Needs and Strengths Assessment (ANSA)

1.13.1. The Contractor shall ensure clinicians are certified in the use of the New

Hampshire version of ANSA 2.0, or other Department-approved evidence-based tool if they are a clinician serving the adult population.

1.13.2. The Contractor shall ensure clinicians obtain certification through the completion of the Praed Foundation test.

1.13.3. The Contractor shall submit ratings to the Department via the database managed for the Department in order to allow client-level, regional and statewide outcome reporting by the 15th of every month, in ANSA format.

1.13.4. The Contractor shall ensure ratings generated by the New Hampshire version of the ANSA 2.0 or other Department-approved tools are utilized to:

1.13.4.1. Develop an individualized, person-centered treatment plan.

1.13.4.2. Document and review progress toward goals and objectives and assess continued need for community mental health services.

1.13.4.3. Assist in determining eligibility for State psychiatric rehabilitation services.

1.13.5. The Contractor shall document assessments using the New Hampshire version of the ANSA 2.0, or other approved tool when conducting re-assessments in accordance with the timeframes specified in He-M 401.

1.13.6. The Contractor shall ensure an alternate evidence-based approved assessment meets all ANSA 2.0 domains in order to meet consistent reporting requirements. The Contractor shall ensure:

1.13.6.1. Written approval is received from the Department prior to implementing a substitute for the ANSA 2.0.

1.13.6.2. Monthly reporting of data through the substituted system includes the ability to complete client-level, regional and statewide reporting.

1.14. Pre-Admission Screening and Annual Resident Review

1.14.1. The Contractor shall assist the Pre-Admission Screening and Annual Resident Review (PASARR) Office of the Department to meet the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987.

1.14.2. Upon request by the PASARR office and with the appropriate authorization to release information, the Contractor shall provide the PASARR office with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

1.15. Recovery and Resiliency Approaches

1.15.1. The Contractor shall provide clients with access to services that promote the

values of recovery and resiliency through an emphasis on a strength-based approach and person-centered service planning, in accordance with NH Administrative Rules He-M 400, Part 401 and He-M 400, Part 408.

1.15.2. The Contractor shall utilize the client's individual service plan to assist the client with identifying, cultivating and sustaining relationships with peers, family members, neighbors, landlords, employers, and others in order to create a network of support that will build resiliency and strength based recovery and wellness skills.

1.16. **Complaint Manager Services**

1.16.1. The Contractor shall designate a staff member to perform the responsibilities of complaint manager in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.17. **Access to Primary Care Physicians**

1.17.1. The Contractor shall assist each client with securing a local primary care physician (PCP) of the client's choosing, within thirty (30) days from the effective contract date.

1.17.2. The Contractor shall coordinate client care with the PCP.

1.17.3. The Contractor shall exchange health information at regular intervals with the written consent of the client or guardian.

1.18. **Coordinate Care with the Legal System**

1.18.1. The Contractor shall assess the legal commitment status of clients residing in the program and, if deemed appropriate, provide for the continuation of the commitment via the proper legal process.

1.18.2. The Contractor shall provide coordination of care with the legal system when indicated, which may include, but is not limited to:

1.18.2.1. The NH Department of Corrections.

1.18.2.2. The applicable NH County Attorney's Office.

1.18.2.3. The NH Attorney General's Office.

1.19. **Quality Assurance**

1.19.1. The Contractor shall perform, or cooperate in the performance of, quality improvement and utilization review activities as determined necessary and appropriate by the Department, within timeframes specified by the Department, in order to insure the efficient and effective administration of the NH Medicaid program.

1.19.2. The Contractor shall ensure activities include, but are not limited to:

1.19.2.1. Maintaining detailed client records as required by He-M 400, Part 408.

1.19.2.2. Submitting data necessary to comply with federal reporting requirements.

1.20. Client's Contribution for Clothing, Food and Housing

1.20.1. The Contractor shall ensure clients are not required to sign residential leases.

1.20.2. The Contractor shall ensure clients are aware of and abide by housing rules.

1.20.3. The Contractor shall collect up to thirty (30) percent of each client's income to be applied toward the cost of housing and shall collect an additional amount, subject to approval by the Department in writing, of each client's income to be applied toward the cost of clothing, food, and other essential items. Financial reporting and analysis of client contributions shall be monitored by the Department upon request, through the auditing of client accounts and reconciliation of the Contractor's expenses charged to clients in comparison to expenses charged to the Department for general fund reimbursement.

1.20.4. The Contractor shall establish a policy in which the agency works with the client on establishing a clothing and food allowance based on income and address steps to support the client in preparation for, and management of, a rent increase upon discharge.

1.20.5. The Contractor shall provide the process and method for calculating; collecting; accounting for the client's contribution and share of expenditures; and for maintaining records for collections and expenses to the Department for approval no later than ten (10) days from the contract effective date.

1.20.6. The Contractor shall ensure client contribution policies, processes and methods are designed to support the client's return to independent living while providing client contribution toward the client's clothing, food and housing costs.

1.20.7. The Contractor shall ensure clients without incomes are not denied entry to the program due to an inability to provide a client contribution.

1.20.8. The Contractor shall ensure client funds in excess of client contribution, if maintained by the Contractor, are kept separate from program operation revenues and expenses, and in client-specific individual accounts.

1.21. Staffing

1.21.1. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff, and the community.

1.21.2. The Contractor shall ensure staffing includes, but is not limited to:

1.21.2.1. One (1) Medical Director who:

1.21.2.1.1. Possess a valid license to practice medicine in the United States;

1.21.2.1.2. Possess a valid license to practice medicine in New Hampshire; and meets the requirements of RSA

135-C: 2, XIII;

1.21.2.1.3. Is Board-eligible or Board-certified in psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc., or its successor organization at the time of hiring; and

1.21.2.1.4. Maintained Board eligibility or certification throughout his or her tenure as Medical Director.

1.21.2.2. One (1) administrator or Director who is responsible for the day-to-day management, supervision, and operation of the residence.

1.21.2.3. One (1) registered nurse, licensed in accordance with NH RSA 326-B, who is responsible for the delivery and supervision of nursing services.

1.21.2.3.1. One (1) registered nurse, as sited in Subparagraph 1.21.2.3., may be on-call during weekends and off-hours and shall provide telehealth and face-to-face services.

1.21.2.4. One (1) nurse trainer who provides supervision to any staff member authorized to administer medications.

1.21.2.5. A sufficient number of personnel who shall provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be licensed as required by RSA 326-B.

1.21.2.6. A sufficient number of direct care personnel who meet the twenty-four (24) hour scheduled and unscheduled needs of the clients in accordance with the individual client service plans, which includes but is not limited to one (1) part-time peer support specialist as defined in NH Administrative Rule He-M400, Part 426.13 (d)(4) during daytime programming hours.

1.21.3. The Contractor shall have a minimum of one (1) direct staff member per residence, per shift, when a client is occupying the residence.

1.21.4. The Contractor shall provide a staffing contingency plan to the Department for approval within thirty (30) days of the contract effective date, which includes, but is not limited to:

1.21.4.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;

1.21.4.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;

1.21.4.3. Discussion of time frames necessary for obtaining replacements;

1.21.4.4. Capabilities to provide, in a timely manner, replacements and additions with comparable experience; and

1.21.4.5. Method of bringing replacements and additions up-to-date regarding this Agreement.

1.22. Emergency Response Plan.

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

2. Exhibits Incorporated

2.1. The Contractor shall 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 I, Business Associate Agreement, which has been executed by the parties.

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

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall meet with the Department quarterly, or as requested by the Department, to review quarterly programmatic reports submitted in a format specified by the Department. The Contractor shall ensure data elements reported include, but are not be limited to:

3.1.1. Total number of vacant and occupied beds during the reporting period.

3.1.2. Total number of individuals referred, admitted, and discharged during the reporting period.

3.1.3. All admitted client's region of origin prior to placement at the transitional housing program.

3.1.4. All discharged client's region of discharge from the transitional housing program.

3.1.5. All client's legal status such as pending charges, convictions, involuntary emergency admission (IEA) status.

3.1.6. All client's progress towards independent living including:

3.1.6.1. Hospital readmission rate(s);

3.1.6.2. Projected discharge plans for each client;

3.1.6.3. Clinical updates; and

3.1.6.4. Programmatic offerings, which may include but are not limited to:

3.1.6.4.1. Social activities and outings.

3.1.6.4.2. Vocational support services.

3.1.6.4.3. Wellness groups.

3.2. The Contractor shall submit all required data elements via the Phoenix system, except for the ANSA data, ensuring any necessary system changes are completed within six (6) months from the effective contract date.

3.3. The Contractor shall submit individual client-level demographic and encounter data, including non-billable individual-specific services to the Department's Phoenix system or on an alternative format identified by the Department, as specified by the Department.

3.4. The Contractor shall ensure all client data submitted includes a Medicaid ID number for clients enrolled in Medicaid and data elements that include, but are not limited to:

3.4.1. Client's housing status upon discharge;

3.4.2. Employment status;

3.4.3. Smoking status; and

3.4.4. Mental health and substance use disorder(s) diagnoses.

3.5. The Contractor shall submit monthly data no later than the fifteenth (15th) of each month for the prior month's data, unless otherwise approved by the Department in writing.

3.6. The Contractor shall review the Department's tabular summaries within five (5) business days of the summaries becoming available.

3.7. The Contractor shall ensure submitted data represents a minimum of:

3.7.1. Ninety-eight (98) percent of billable services provided; and

3.7.2. Ninety-eight (98) percent of clients served by the Contractor.

3.8. The Contractor shall ensure submitted service and member data shall conforms to submission requirements, at a minimum of:

3.8.1. Ninety-eight (98) percent of the data records; and

3.8.2. All unique member identifiers shall be accurate and valid.

3.9. The Contractor shall submit quarterly program status reports to the Department no later than the 15th of the month following the quarter as outlined and identified by the Department.

3.10. The Contractor shall submit monthly Balance Sheet and Profit and Loss Statements. The Contractor shall ensure:

3.10.1. The Profit and Loss Statement includes a budget column allowing for budget-to-actual analysis.

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

4. Performance Measures

4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. 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.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

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

5.3. Credits and Copyright Ownership

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

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. **Operation of Facilities: Compliance with Laws and Regulations**

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

5.5. **Eligibility Determinations**

5.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. 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.

6.1.2. 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. Use of Premises for the State Owned Buildings – Governor Hugh Gallen State Office Park Campus

7.1. The Contractor shall agree to use the State of New Hampshire owned buildings identified by the Department to provide the Transitional Housing Program on the Hugh Gallen State Office Park South Campus in Concord, New Hampshire.

7.2. The Contractor shall agree to enter into a Memorandum of Understanding with New Hampshire Hospital (NHH) for grounds and building maintenance other than specified in Subparagraph 7.1.

7.3. The Contractor shall agree to the use of premises of State of New Hampshire owned

buildings in Subparagraph 7.1. as follows:

7.3.1. Routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances).

7.3.2. Routine building maintenance does not include damage resulting in abuse or neglect by the Contractor, its agents, clients, and visitors.

7.4. The Contractor shall agree to the following responsibilities:

7.4.1. Establish accounts for all utilities (Natural Gas, Water, Sewer, Waste Disposal and Electric) in the name of the Contractor, with NHH named as "second" on each utility account. Invoices for each utility shall be sent directly to, and paid by, the Contractor.

7.4.2. Be responsible for reimbursing the State based on allocated square footage of the Howard Recreational Center.

7.4.3. Assign a liaison and backup to develop a Maintenance and Housekeeping Checklist for routine repairs and maintenance needs. The Maintenance and Housekeeping Checklist will be available for the Hospital to review and prioritize during the monthly inspection conducted by the Hospital. Liaisons will be the only persons who shall contact Hospital Facilities or Environmental Services Offices;

7.4.4. Liaison will be responsible for all keys, to include distribution, tracking, and communication with the Hospital Facilities Office for lock repair or key replacement;

7.4.5. Be responsible for routine household tasks, such as, moving of furniture, changing light bulbs, and minor plumbing repairs, such as, toilet unclogging;

7.4.6. Be responsible for housekeeping in accordance with checklist references in Paragraph 7.4.3, above;

7.4.7. Be responsible for window air conditioners maintenance, repairs, and replacement;

7.4.8. Be responsible to call State Office Complex Police if there is an emergency requiring maintenance after normal business hours;

7.4.9. Be responsible for maintenance, repair, and replacement of household appliances, such as refrigerators, dishwashers, washer and dryer, and stoves;

7.4.10. Be responsible for maintenance, repair, and replacement of landscaping features and decorations, such as gazebos, gazing balls, etc.;

7.4.11. Conduct monthly fire extinguisher inspections, in coordination with Hospital Facilities Office. Maintain, or replace the extinguishers annually as necessary;

7.4.12. Shall take responsibility for any damage due to occupancy, or leasehold

improvements including interior painting, and floor covering repair or replacement. In no case shall the Contractor make improvements without the written permission of the Hospital Facilities Office;

7.4.13. Properly maintain all equipment and will be responsible to pay for any equipment needing replacement or repair;

7.4.14. Use the Department's Information Technology (IT) cables only as approved by the IT Department;

7.4.15. Pay for the personal alarm ("Life Alert") system;

7.4.16. Be responsible for snow removal and de-icing of steps and walkways adjacent to the buildings;

7.4.17. Be responsible for the purchase, supply, laundering, and management of all linens (sheets, pillowcases, bath towels, and face cloths);

7.4.18. Be responsible for laundering and management of all client personal items;

7.4.19. Assure all buildings are reasonably maintained, kept sanitary, and clean between scheduled cleaning inspections and services provided by the Hospital; and

7.4.20. Be responsible for disposal of recycling materials.

8. **Termination Report and Transition Plan**

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

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

8.3. In the event that clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan. The Transition Plan shall also specify the process for uninterrupted delivery of any other services the Contractor provides under this Agreement.

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

8.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
   3.1. For Medicaid enrolled individuals through the DHHS Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at www.NHMMIS.NH.gov.
   3.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   3.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C-1 and C-2 for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
      3.4.1. Invoices of this nature shall include general ledger detail indicating the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:
         3.4.1.1. First and last name of client.
         3.4.1.2. Date of birth.
         3.4.1.3. Medicaid ID number.
         3.4.1.4. Date of Service identifying date, units, and any possible third party reimbursement received.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.

5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

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

   Tanja Godtfredsen
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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

9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

    13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

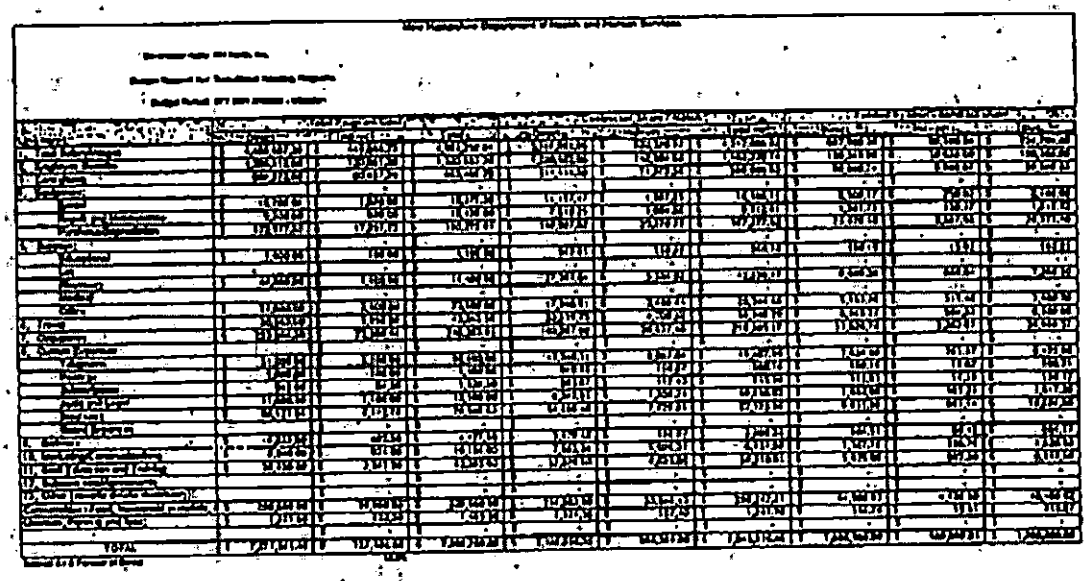
13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.

13.3. 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.

13.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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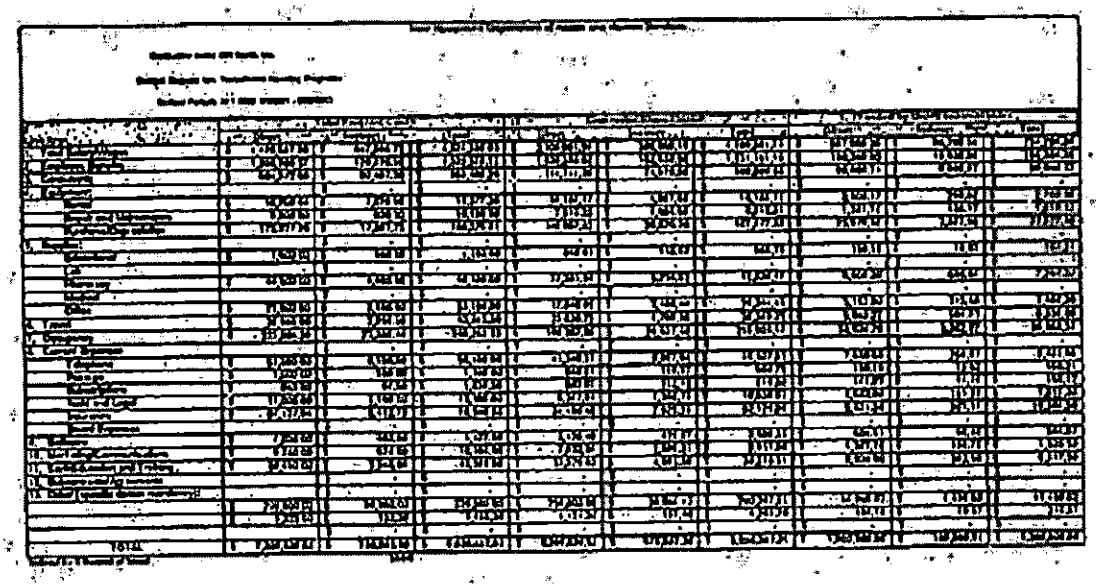

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: NFI North, Inc.

6/19/20
Date

Name: Paul L. DANN, PhD
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: NFI North, Inc.

6/19/20
Date

Name: Paul L. DiAnn, PhD
Title: Executive Director

Vendor Initials RD
Date 6/19/20

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

Vendor Initials RD
Date 6/19/20

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

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

PRP 79 2.2 MB

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: NSE NORTH, INC.

6/19/20
Date

Name: Paul L. DANN, RD
Title: EXECUTIVE DIRECTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: NFI North

6/19/20
Date

Name: Paul L. Dann, PhD
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: NFI North, Inc.

6/19/20
Date

Name: Paul L. Dann, PhD
Title: Executive Director

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	NFI North, Inc.
The State	Name of the Contractor
Katja Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Paul L Dunn PhD
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/25/20	6/15/20
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NFE North, INC.

6/19/20
Date

Name: David S. Dame PhD
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 043161042

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

   _____ NO ✓ YES

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

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

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

   _____ NO ✓ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential Information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and Individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING.

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

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

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

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