

MJT 40



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

March 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

sole source
100% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise a renewal option and amend an existing **sole source** agreement with National Alliance on Mental Health, (Vendor #166630 B001), 85 North State Street, Concord NH 03301, by adding support for Social Marketing efforts and Children's Mental Health Awareness activities, increasing the price limitation by \$311,017 from \$200,969 to \$511,986, and extending the contract completion date from June 30, 2014 to June 30, 2015. The Governor and Executive Council approved the original agreement on June 5, 2013 (Item #75).

Funds are available in the following accounts in State Fiscal Years 2013, 2014 and 2015 with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

05-95-95-958010-0833 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, COMMUNITY BASED CARE SERVICES, SYSTEM TRANSFORMATIONS FOR YOUTH

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	102-500732	Contracts for Program Services	95800833	\$25,039	\$0	\$0
Subtotal SFY 2013:				\$25,039	\$0	\$25,039

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, STAY GRANT

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Program Services	42103802	\$175,930	\$26,148	\$202,078
2015	102-500731	Contracts for Program Services	42103802	\$0	\$284,869	\$284,869
Subtotal SFY 2014 & 2015:				\$175,930	\$311,017	\$486,947
Total:				\$200,969	\$311,017	\$511,986

EXPLANATION

The original **sole source** agreement approved by Governor and Council on June 5, 2013 (Item #75) included provisions for the renewal of this contract subject to the continued availability of funds, satisfactory performance or services and approval by Governor and Council. The vendor has provided satisfactory performance of services and the Department is now requesting that the Governor and Executive Council approve a one-year extension of this sole source contract.

The original request was sole source because the Substance Abuse and Mental Health Services Administration (SAMHSA) required states applying for the System of Care Expansion Implementation grant to identify specific participating organization in their grant submissions. National Alliance on Mental Illness is a strong and well known New Hampshire family organization that is a partner in the Systems of Care work and had the necessary infrastructure and value system to conduct the family, youth and stakeholder focus groups for the System of Care Expansion Planning. Based largely on the qualifications of this organization and after a thorough review, Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the State of New Hampshire a System of Care Implementation Grant.

The purpose of this amendment is to allow the vendor to continue working on the development of a Community Support Specialist and Family Leadership program. These programs provide family support and education to families of children and adolescents with serious emotional disorders prioritizing those families enrolled in the System of Care Implementation Grant. The vendor will also help support Children's Mental Awareness activities throughout the contract period.

National Alliance on Mental Illness has had a leadership role in expanding New Hampshire's Family and Community Support Specialist Program and the Family Leadership Program by creating a manual, training curriculum and delivering educational programs. They have identified family leadership candidates and connected them with family leadership training programs. Technical support and evaluation is also provided to assure fidelity to the model and stability of group leadership, including recruiting, training and supporting family leaders in the role of their choice (governance structure, public policy, support group facilitation).

Should Governor and Council not authorize this request; the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and the opportunity to improve outcomes for New Hampshire's children and youth, and their families will be lost.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

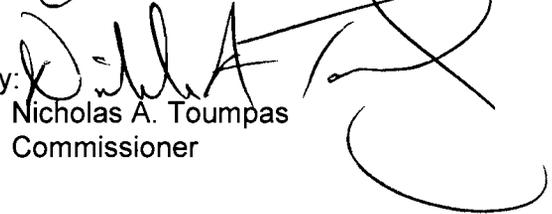
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services Amendment #1 to the Contract for Family and Community Support Specialist Program and the Family Leadership Program.**

This first Amendment to the contract for Family and Community Support Specialist Program and the Family Leadership Program (hereinafter referred to as "Amendment #1") dated this 7th day of March, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), an New Hampshire nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, Item #75, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Section 2, the State may, extend the terms of the contract for up to two (2) 1-year terms by mutual agreement of the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval of the Governor and Executive Council;

WHEREAS, the State and Contractor have agreed to extend the program by one year;

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 as follows:

Amend as follows:

- Form P-37, Item 1.7, Completion Date, to read:
6/30/2015
- Form P-37, Item 1.8, Price Limitation, to read:
\$511,986
- Delete Exhibit A, Scope of Services, and replace with Exhibit A, Scope of Services Amendment #1
- Exhibit B, Item 1, to read:
DHHS shall pay the Contractor an amount not to exceed \$511,986 for the services provided pursuant to Exhibit A – Scope of Services
- Exhibit B, Item 2, to read:
This contract period is effective July 10, 2013 through June 30, 2015
- Exhibit B, Item 10 to read:
This Agreement is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #	93.243
Federal Agency:	U.S. Department of Health and Human Services
Program Title:	System of Care Expansion Implementation
Amount:	\$511,986



New Hampshire Department of Health and Human Services- Contract for Family and Community Support Specialist Program and the Family Leadership Program

- Exhibit C-1, Item 2, to read:

This contract shall commence upon Governor and Executive Council approval. The option for one (1) one-year extension remains to be exercised by mutual agreement by the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval by the Governor and Executive Council.
- Standard Exhibit D, Certification Regarding Drug Free Workplace Requirements, Period Covered by this Certification, to read:

From 05/01/2013 To: 06/30/2015
- Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:

05/01/13 through 06/30/15

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



New Hampshire Department of Health and Human Services- Contract for Family and Community Support Specialist Program and the Family Leadership Program

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

Mary Ann Cooney
Associate Commissioner

3/27/14
Date

NAMI NH

KENNETH NORTON Executive Director
NAME and TITLE

3/14/2014
Date

Acknowledgement:

State of New Hampshire, County of Merrimack on 3/14/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

PATRICIA A. MARDEN, Notary Public
My Commission Expires August 8, 2017

Contractor Initials:
Date: 3/14/2014

New Hampshire Department of Health and Human Services- Contract for Family and Community Support Specialist Program and the Family Leadership Program



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

OFFICE OF THE ATTORNEY GENERAL

4-3-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Asst Attorney General

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:

RM
Contractor Initials:
Date: 3/21/2014



Exhibit A Amendment #1

Scope of Services

1. Purpose

- 1.1. The contractor will expand the capacity statewide to provide family support and education to families of children and adolescents with serious emotional disorders (SED) prioritizing those families enrolled in the System of Care Implementation Grant.
- 1.2. The Contractor will build the capacity statewide of families' leadership related to mental health in roles of their choice, such as:
 - 1.2.1. Governance structures.
 - 1.2.2. Public policy.
 - 1.2.3. Advocacy boards and task force.
 - 1.2.4. Deliver family education programs.
 - 1.2.5. Support group facilitation.

2. Scope of Services

- 2.1. The Contractor shall provide the following services, which include but are not limited to:
 - 2.1.1. Complete a manual for the Family and Community Support Specialist (FCSS) training curriculum.
 - 2.1.2. Recruit, hire, train and supervise three (3) FCSS.
 - 2.1.3. Provide one-to-on support to twenty (20 families per year, with priority given to families enrolled in the System of Care.
 - 2.1.4. Deliver two (2) Parents Meeting the Challenge (PMC) Education Programs (8 sessions – 10 participants per program).
 - 2.1.5. Assess community readiness for PMC Support Group including the identification of potential facilitators.
 - 2.1.6. Expand the community network of family leaders by identifying four (4) potential family leadership candidates with two (2) completing a NAMI NH leadership program of their choice.
 - 2.1.7. Evaluate and provide evaluation summary of the On-to-One Support Program and the PMC Family Education Program.
 - 2.1.8. Support and participate in Mental Health awareness activities during the grant period.

mm
3/14/2014

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NAMI NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of March A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda Saunders Paquette, do hereby certify that:
(Name of the elected Officer of the Agency (cannot be contract signatory))

1. I am a duly elected Officer of NAMI NH.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 14, 2014 :
(Date)

RESOLVED: That the Kenneth Norton
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14th day of March, 2014 .
(Date Contract Signed)

4. Kenneth Norton is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 14th day of March, 2014 .

By Linda Saunders Paquette
(Name of Elected Officer of the Agency)


(Notary Public: Justice of the Peace)

APRIL L. COUTURE, Notary Public
My Commission Expires May 25, 2016

Commission Expires: May 25, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED National Alliance on Mental Illness, NAMI-NH 85 North State Street Concord NH 03301	INSURER A: Great American Ins Group	
	INSURER B: Technology Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER: 2013 w/upd WC

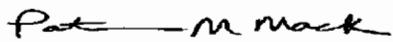
REVISION NUMBER:

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	GENERAL LIABILITY			MAC5464231-12	5/7/2013	5/7/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			MAC5464231-12	5/7/2013	5/7/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB1898607-03	5/7/2013	5/7/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3375030	10/10/2013	10/10/2014	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

DSherburne@dhhs.state.nh.u Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT 
---	---

ACORD 25 (2010/05)

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INS025 (201005) 01

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Marilyn L. Chandler, CPA, PLLC

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(603) 848-2448 marilyn@mlchandlercpa.com

Board of Directors

NAMI New Hampshire

Concord, New Hampshire

In planning and performing our audit of the financial statements NAMI New Hampshire as of and for the year ended June 30, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered NAMI New Hampshire's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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.

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

This communication is intended solely for the information and use of management, the board of directors, and others within the organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

Marilyn L. Chandler, CPA, PLLC

Concord, New Hampshire

December 30, 2012

Marilyn L. Chandler, CPA, PLLC

P.O. Box 583

Contoocook, NH 03229

(603) 848-2448 marilyn@mlchandlercpa.com

December 30, 2012

Board of Directors
NAMI New Hampshire

We have audited the financial statements of NAMI New Hampshire for the year ended June 30, 2012, and have issued our report thereon dated [Date]. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you in our engagement letter. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by NAMI New Hampshire are described in Note B to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended June 30, 2012. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allocation of certain expenses between program related and supporting services is based on studies of personnel time and a continuing update of activities within the Organization. We evaluated the key factors and assumptions used to develop the functional expense allocation in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the useful lives of property and equipment and the related depreciation expense is based on the estimated useful life of each asset. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of concentration risk in regard to sources of revenue in Note D to the financial statements. Grant revenue becomes increasingly more difficult to obtain and the Organization must constantly seek new sources and at the same time focus on further earned revenue in order to maintain growth for its mission.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter December 30, 2012

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors and management of NAMI New Hampshire and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Marilyn L. Chandler, CPA, PLLC

December 30, 2012

NAMI NEW HAMPSHIRE
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

JUNE 30, 2012

NAMI NEW HAMPSHIRE
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2012

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Marilyn L. Chandler, CPA, PLLC
P.O. Box 583
Contoocook, NH 03229
(603) 848-2448 marilyn@mlchandlercpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
NAMI New Hampshire
Concord, New Hampshire

We have audited the statement of financial position of NAMI New Hampshire (a New Hampshire not-for-profit organization) as of June 30, 2012, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of NAMI New Hampshire's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized financial information has been derived from the NAMI New Hampshire's 2011 financial statements which were audited by a related firm and, in their report dated December 13, 2011 an unqualified opinion was expressed on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NAMI New Hampshire as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Marilyn L. Chandler, CPA, PLLC

Concord, New Hampshire
December 30, 2012

NAMI NEW HAMPSHIRE
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011

ASSETS

	<u>2012</u>	<u>2011</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 434,505	\$ 835,240
Accounts receivable	181,689	52,167
Grants receivable		105,039
Prepaid expenses	1,000	
Total current assets	<u>617,194</u>	<u>992,446</u>
PROPERTY AND EQUIPMENT		
Computer equipment and software	26,637	63,856
Furniture and fixtures	604	8,261
Leasehold improvements	17,959	17,959
	<u>45,200</u>	<u>90,076</u>
Less accumulated depreciation	27,713	72,148
Current property and equipment - net	<u>17,487</u>	<u>17,928</u>
Building and improvements-not yet in service	651,144	
Total property and equipment	<u>668,631</u>	<u>17,928</u>
OTHER ASSETS		
Investments	250,423	84,570
Security deposit	3,300	3,300
Total other assets	<u>253,723</u>	<u>87,870</u>
TOTAL ASSETS	<u>\$ 1,539,548</u>	<u>\$ 1,098,244</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 61,549	\$ 34,292
Accrued wages and related liabilities	50,539	75,744
Refundable grant	59,866	
Current portion - long term debt	10,483	
Total current liabilities	<u>182,437</u>	<u>110,036</u>
LONG TERM LIABILITIES		
Mortgage payable - net of current portion	335,820	
TOTAL LIABILITIES	<u>518,257</u>	
NET ASSETS		
Unrestricted	320,795	711,393
Unrestricted - invested in property and equipment	322,328	17,928
Unrestricted-Board designated	250,423	84,570
Temporarily restricted	127,745	174,317
TOTAL NET ASSETS	<u>1,021,291</u>	<u>988,208</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,539,548</u>	<u>\$ 1,098,244</u>

The accompanying notes are an integral part of the financial statements.

NAMI NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDING JUNE 30, 2012

(With comparative financial information for 2011)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2012 Total</u>	<u>2011</u>
REVENUE AND SUPPORT				
Substance Abuse and Mental Human Services Department of Health and Human Services	\$	\$ 349,211	\$ 349,211	\$ 439,692
Family Mutual Support Grant		429,495	429,495	465,413
Dartmouth PRC grant				35,735
Gutin Foundation grant				75,000
Endowment for Health grant	30,000		30,000	29,001
NH Charitable Foundation grant		59,274	59,274	154,650
Other grant income		110,296	110,296	110,451
Contributions	50,320		50,320	52,428
NH Charitable Foundation Endowment income	12,416		12,416	8,171
Membership dues	7,529		7,529	8,279
Fundraising	145,481		145,481	106,561
Non-cash donations	10,715		10,715	11,675
Interest and dividend income	4,813		4,813	2,526
Training services	422,192		422,192	318,487
Conferences and meetings	21,542		21,542	6,130
Miscellaneous income	1,922		1,922	13,624
Loss on asset disposal	(194)		(194)	
Net unrealized gains on investments	11,562		11,562	13,959
Net assets released from restrictions	994,848	(994,848)		
TOTAL REVENUE AND SUPPORT	<u>1,713,146</u>	<u>(46,572)</u>	<u>1,666,574</u>	<u>1,851,782</u>
EXPENSES				
Community and Public Policy Relations	30,704		30,704	58,950
Connect Suicide Prevention Project	719,649		719,649	655,356
Public Education	531,538		531,538	654,796
Management and general	243,042		243,042	252,466
Fundraising and development	108,558		108,558	96,971
TOTAL EXPENSES	<u>1,633,491</u>		<u>1,633,491</u>	<u>1,718,539</u>
CHANGE IN NET ASSETS	79,655	(46,572)	33,083	133,243
NET ASSETS-BEGINNING OF YEAR	<u>813,891</u>	<u>174,317</u>	<u>988,208</u>	<u>854,965</u>
NET ASSETS-END OF YEAR	<u>\$ 893,546</u>	<u>\$ 127,745</u>	<u>\$ 1,021,291</u>	<u>\$ 988,208</u>

The accompanying notes are an integral part of the financial statements.

NAMI NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDING JUNE 30, 2012

(With comparative financial information for 2011)

	Programs				Supporting Services			2011
	Community and Public Relations	Connect Suicide Prevention Project	Public Education	Program Total	Management and General	Fundraising and Development	2012 Total	
Salary and wages	\$ 11,734	\$ 357,099	\$ 302,406	\$ 671,239	\$ 175,017	\$ 37,901	\$ 884,157	\$ 980,288
Employee benefits	765	48,246	55,217	104,228	9,600	6,998	120,826	123,882
Payroll taxes	1,932	24,136	24,249	50,317	15,130	2,755	68,202	84,596
	<u>14,431</u>	<u>429,481</u>	<u>381,872</u>	<u>825,784</u>	<u>199,747</u>	<u>47,654</u>	<u>1,073,185</u>	<u>1,188,766</u>
Accounting	47	1,101	823	1,971	720	2,272	4,963	4,836
Audit fees					4,525		4,525	5,350
Legal fees	50	1,386	230	1,666	5,556	2,357	9,579	7,791
Contracted services	2,596	123,799	31,801	158,196	1,044	19,450	178,690	174,400
Staff development								2,376
Client services/training	9,248	40,070	63,267	112,585			112,585	100,412
Occupancy	921	21,400	15,937	38,258	7,143	3,380	48,781	46,663
Office supplies	172	4,052	3,039	7,263	1,891	55	9,209	9,969
Maintenance	224	5,273	3,955	9,452	1,714	818	11,984	8,105
Fundraising						5,703	5,703	8,255
Depreciation	67	1,587	1,190	2,844	507	255	3,606	5,005
Food supplies	30	1,590	589	2,209	3,820	6,371	12,400	24,587
Equipment rental	135	3,178	2,445	5,758	1,458		7,216	7,549
Equipment maintenance	375	1,713	1,382	3,470	2,808	512	6,790	6,489
Advertising		160	45	205			205	1,426
Printing	30	6,249	636	6,915	96	4,259	11,270	4,670
Telephone and communications	1,668	10,202	8,452	20,322	3,776	1,238	25,336	23,870
Postage and shipping	339	2,979	1,008	4,326	2,344	1,300	7,970	7,970
Staff transportation	256	62,721	12,491	75,468	1,289	1,784	78,541	58,637
Insurance	115	2,708	2,077	4,900	805	435	6,140	7,710
Interest expense					2,896		2,896	
Non-cash supplies						10,715	10,715	11,675
Other			299	299	903		1,202	2,028
TOTAL EXPENSES 2012	\$ 30,704	\$ 719,649	\$ 531,538	\$ 1,281,891	\$ 243,042	\$ 108,558	1,633,491	
TOTAL EXPENSES 2011	\$ 58,950	\$ 655,356	\$ 654,796	\$ 1,369,102	\$ 252,466	\$ 96,971		\$ 1,718,539

The accompanying notes are an integral part of the financial statements

NAMI NEW HAMPSHIRE
STATEMENTS OF CASH FLOW
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:		
Change in net assets	\$ 33,083	\$ 133,243
Adjustments to reconcile change in net assets to net cash provided by operating activities	-	-
Loss on disposal of assets	194	-
Depreciation	3,606	5,005
(Increase) decrease in accounts receivable	(24,483)	43,506
(Increase) in prepaid expenses	(1,000)	-
Increase (decrease) in accounts payable and accrued expenses	2,052	37,283
Increase (decrease) in refundable grant	59,866	(131,502)
Net unrealized (gains) on investments	<u>(11,562)</u>	<u>(13,959)</u>
Net cash provided by operating activities	61,756	73,576
Cash flows from investing activities:		
Purchase of investments	(154,293)	(1,688)
Purchase of equipment	(3,357)	-
Purchase of building and improvements	<u>(303,144)</u>	-
Net cash (used) by investing activities	(460,794)	(1,688)
Cash flows from financing activities:		
Payments on note payable	<u>(1,697)</u>	-
Net cash (used) by financing activities	<u>(1,697)</u>	-
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(400,735)	71,888
CASH AND CASH EQUIVALENTS-BEGINNING OF YEAR	<u>835,240</u>	<u>763,352</u>
CASH AND CASH EQUIVALENTS-END OF YEAR	<u><u>\$ 434,505</u></u>	<u><u>\$ 835,240</u></u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest	<u><u>\$ 2,896</u></u>	<u><u>\$ -</u></u>
Equipment, furniture and fixtures disposed	<u><u>\$ 48,233</u></u>	<u><u>\$ -</u></u>
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Purchase of building and improvements	\$ (651,144)	\$ -
Amount financed	<u>348,000</u>	-
Cash paid for building and improvements	<u><u>\$ (303,144)</u></u>	<u><u>\$ -</u></u>

The accompanying notes are an integral part of the financial statements.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE A – ORGANIZATION – PROGRAM ACTIVITIES

The National Alliance on Mental Illness, New Hampshire (NAMI NH), created as a New Hampshire nonprofit corporation in 1982, is a grassroots, statewide organization of families, consumers, professionals and other volunteers, dedicated to improving the quality of life of all people affected by mental illness and/or serious emotional disorders through education, training, support and advocacy.

NAMI NH provides education for families and community members to increase awareness and understanding of mental illness, promote research and the effectiveness of treatment and to instill hope and belief that recovery from mental illness is possible. NAMI NH provides training and consultation services to families, community members and providers who work with persons with mental illness to help them better understand the needs of these individuals so that their services are more effective and efficient. NAMI NH also works to address stigma and discrimination towards persons with mental illness. All these activities are carried out statewide, through a network of affiliate chapters, staff and volunteers that provide information, education and support to families and consumers and to the public at large. The financial support for these programs and activities comes from a variety of sources that include grants from foundations, contracts, gifts, donations and membership dues.

The funding sources for our programs are as follows:

Connect Suicide Prevention Services

Funding for this project comes from a variety of sources; Substance Abuse and Mental Health Services Administration, the French Family Foundation and other private donors as well as revenue generated by providing training. The funds from these sources are used to implement the Connect Suicide Prevention and Postvention awareness and skill building, training services in selected communities and to provide training to specific professional populations that work with persons at risk of suicide. The Connect materials, protocols, training manuals, implementation guide, and evaluation tools are used by NAMI NH staff to assist individuals and build community capacity to provide suicide prevention activities and an integrated response to a suicidal incident. Using national best practice protocols and training strategies gatekeepers, diverse community members and professionals are taught specific prevention, intervention, and post intervention (healing after a suicide death) skills to help them recognize people at risk, connect them to services and connect service agencies to each other.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE A – ORGANIZATION - PROGRAM ACTIVITIES (CONTINUED)

Public Policy Advocacy, Education and Support Services

Funded through donations, dues and a contract with the NH Department of Health and Human Services (BBH), this program provides mental health education and advocacy, as well as information and resource information to families dealing with individuals of all ages with mental illness and/or severe emotional disorders. The education, training and information is available to NAMI NH members, partner organizations, professionals, advocates and the public, to establish a more informed constituency that works to: promote recovery from mental illness, build resilience in children with severe emotional disorders and fight stigma and discrimination associated with the public perceptions of mental illness.

The System of Care initiative is a collaboration with other child serving organizations to look at transforming behavioral health services for children with serious emotional disorders so they are more integrated and family driven and youth oriented.

An additional component of our work is a sustained support network facilitated and supported by trained consumers and family member volunteers, who themselves have firsthand experience with mental illness. These volunteers facilitate a network of affiliated support groups throughout the state that are available to any family member interested in participating and a number of peer self help groups. All the programs combined are designed to reduce the family strain associated with mental illnesses; create an informed and educated public that understands that mental illness is like any other chronic illness; strengthen advocacy for public policy changes to improve access to and coverage for high quality mental health and healthcare services and; to establish opportunities for consumers and families to have informed choices and shared decision making in all phases of their treatment.

Regional Education and Advocacy Services

Funding from the New Hampshire Charitable Foundation is used to support a number of education and support initiatives in the North Country. In addition, the Charitable Foundation funding and the Endowment for Health also supports the organization's operational functions for the delivery of education and training of family members as advocates to encourage policy leaders to support treatment and support services for people with mental illness and training for providers to improve their understanding of the needs of persons with mental illness and their families.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE A - ORGANIZATION - PROGRAM ACTIVITIES (CONTINUED)

Training and Consultation Services

Funded through contracts with federal, state, regional and local entities NAMI NH provides a range of professional and para-professional services that focus on improving the skills and knowledge of participants so that they are better able to service the needs of persons with mental illness and their families as well as to respond effectively to a suicide death. Based on the programs developed by NAMI NH, these training services range in length from partial day to multiple days with the ultimate outcome in all cases to reduce risk of illness and promote recovery.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of NAMI New Hampshire are prepared using the accrual basis of accounting. Revenues and gains are recognized when earned and expenses and losses are recognized when incurred.

Comparative Financial Information

The financial statements of the Organization include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, the information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2011, from which the information was derived.

Basis of Presentation

The Organization's financial statement presentation follows generally accepted accounting principles for not-for-profit organizations. Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, unconditional promises to give (pledges) are recorded as receivables and revenues.

The Organization's net assets are presented as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets invested in equipment represent unrestricted amounts designated for long-term investment.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation (continued)

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organization and/or the passage of time. At June 30, 2012, temporarily restricted net assets totaled \$127,745.

Permanently restricted net assets - Contributions in which the donor has stipulated that the principal is to be maintained in perpetuity and only the income thereof be made available for program operations in accordance with donor restrictions. At June 30, 2012, there were no permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the Organization's management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all investment securities with a maturity of three months or less to be cash equivalents. There are no cash equivalents at June 30, 2012.

Accounts Receivables

Accounts receivable represents amounts billed for training services provided. Based on past history, management expects to collect the full amount owed and, therefore, no provision for uncollectible amounts has been recorded. However, when balances are not fully collectible the Organization uses the direct write-off method. The Organization believes this policy, while not in conformity with generally accepted accounting principles, is acceptable because the amounts written off are immaterial.

Property and Equipment

Property and equipment are carried at cost and material assets with a cost in excess of \$1,000 are capitalized. This policy conforms to the guidelines of the Organization's federal grants. Depreciation is computed using the straight-line method over their estimated useful lives as follows:

Computer equipment and software	3-5 years
Furniture and fixtures	7-10 years
Leasehold improvements	39-40 years

Depreciation expense totaled \$3,606 and \$5,005 for the years ended June 30, 2012 and 2011 respectively.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (continued)

Maintenance repairs and minor renewals are expensed as incurred, and renewals and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized. During the year ended June 30, 2012, the Organization disposed of equipment with a total cost of \$48,233 and related accumulated depreciation of \$48,041. A loss on assets of \$194 was recognized.

In April, 2012, the Organization purchased an office building and made extensive building improvements. The building and improvements were put in service in July 2012 when the Organization moved from the prior leased office space.

Compensated Absences

Employees of the Organization are entitled to paid vacation based on their length of employment. Employees are allowed to carry forward a maximum of 10 vacation days. These amounts are reflected in the financial statements as accrued expenses. Upon termination, an employee would receive up to five days of accrued vacation pay per the Organization's policy. The total liability at June 30, 2012 was \$15,268.

Contributions and Grants

Contributions and grants received or receivable are recorded as an increase in unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions or time restrictions. When a restriction expires (that is, when the stipulated time restriction ends or the purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net asset released from restrictions.

Functional Expenses

Expenses are charged directly to program, management and general or fundraising based on a combination of specific identification and allocation by management. Indirect expenses have been allocated between program services and supporting services based on estimated personnel time.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (continued)

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2008.

Donated goods and services

NAMI New Hampshire receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition accordingly to generally accepted accounting principles.

Donated goods and professional services are recorded as both revenue and expense at estimated fair value. The Organization received donated supplies for the annual Walk fundraiser totaling \$10,715 and \$11,675 in the fiscal years ended June 30, 2012 and 2011, respectively.

NOTE C – INVESTMENTS

The Organization holds investments in American Funds accounts with a fair value of \$250,423 as of June 30, 2012. This measurement is reported at a Level I where inputs are based on unadjusted quoted prices for identical instruments traded in active markets. Investments consist primarily of financial instruments including cash equivalents, equity securities and money market funds.

During the year ended June 30, 2012, the board of directors approved a transfer of \$150,000 from cash to mutual funds.

Investments are managed by a professional investment manager. The investment manager is subject to the Organization's investment policies, which contain objectives, guidelines, and restrictions designed to provide for preservation of capital with emphasis on providing current income and achieving long-term growth of the funds. Dividends earned are reinvested. Realized and unrealized gains and losses are reflected in the accompanying statement of activities.

The investments are designated by the Board of Directors. The use of the principal portion requires a majority vote by the Board.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE C – INVESTMENTS (CONTINUED)

The cost and estimated fair values of equities at June 30, 2012, were as follows:

	<u>Cost</u>	<u>Gross Unrealized Gains</u>	<u>Market Value</u>
Mutual Funds-Advisory Solutions	\$ 150,142	\$ 10,590	\$ 160,732
Mutual Funds-Corporate account	<u>62,824</u>	<u>26,867</u>	<u>89,691</u>
	<u>\$ 212,966</u>	<u>\$ 37,457</u>	<u>\$ 250,423</u>

NOTE D - CONCENTRATION RISK

The Organization receives funding from a variety of sources. The largest sources of funding are through contracts with the Substance Abuse and Mental Health Services Administration and the State of New Hampshire Department of Health and Human Services Family Mutual Support. During the year ended June 30, 2012, funding from these contracts totaled \$778,706 which represented 47% of its total revenue and support. Management monitors these grants closely and budgets according to confirmed contracts. The Organization continues to focus on growth within the Training Service Delivery area as a means to further diversify unrestricted revenue.

The Organization extends unsecured credit for its training services but has experienced no problems with the collection of accounts receivable.

The Organization maintains its cash balances at three financial institutions. The Organization's non-interest bearing cash accounts were fully insured at June 30, 2012 due to a temporary federal program in effect through December 31, 2012. Under the program there is no limit to the amount of insurance for eligible accounts. The Organization's interest-bearing accounts are insured up to \$250,000 per depositor at each financial institution. The Organization had no interest-bearing amounts on deposit in excess of federally insured limits at June 30, 2012.

Investments held by the Organization may be subject to concentration of credit risk due to changes in market values. Management is of the opinion that the diversification of its invested assets should mitigate the impact of changes in any one asset class.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE E -- LONG TERM DEBT

Long-term debt at June 30, 2012, consists of the following:

Mortgage note payable to Merrimack County Savings Bank in monthly installments of \$2,297, including interest at 5.0%. The note is secured by real estate located at North State Street, Concord, NH and will mature in April 2032.

\$346,303

Future minimum debt payments are as follows:

Fiscal year ending June 30

2013	\$	10,483
2014		11,019
2015		11,583
2016		12,175
2017		12,798
Thereafter		<u>288,245</u>
	\$	<u>346,303</u>

NOTE F - COMMITMENTS

The Organization leases its office space under an agreement, expiring in February 2013, which includes rent, utilities and taxes. Lease expenses recorded for the years ended June 30, 2012 and 2011 were \$48,000 and \$46,663 respectively. Future commitments for payments under the operating lease as of June 30, 2012 are as follows:

Fiscal year ending June 30, 2013 \$ 21,289

These future payments are the final commitment under this lease and are net of a deposit of \$3,300.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE F – COMMITMENTS (CONTINUED)

The organization also leases equipment under a five year operating agreement which requires payments at \$575 per month. Future minimum lease payments are as follows:

Fiscal year ending June 30	
2013	\$ 2,875
2014	6,900
2015	6,900
2016	6,900
2017	6,900
Thereafter	2,875
	<u>\$ 33,350</u>

NOTE G - PENSION PLAN

The Organization has established a salary deferral plan under Section 403(b) of the Internal Revenue Code. The plan allows eligible employees to defer a portion of their compensation. Such deferrals accumulate on a tax-deferred basis until the employee withdraws the funds. All employees are eligible to participate in the plan after completing thirty days of employment. Full-time employees are also eligible for a matching contribution upon completing one year of service. Contributions to the plan for the years ending June 30, 2012 and 2011 were \$14,383 and \$20,246 respectively.

NOTE H – FUNDS HELD BY OTHERS - ENDOWMENT FUND

NAMI New Hampshire is a beneficiary of a designated fund at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this fund, property contributed to the NHCF is held as a separate fund. In accordance with its spending policy the Foundation makes distributions to NAMI New Hampshire. The distributions are approximately 4.03 percent of the market value of the fund per year. The fund is not included in these financial statements, since all property in the fund was contributed to the NHCF to be held and administered for the benefit of NAMI New Hampshire. Distributions from the fund totaled \$12,416 and \$8,171 for the years ended June 30, 2012 and 2011, respectively. The market value of the fund assets on June 30, 2012, was \$197,127.

NAMI NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE I – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at June 30, 2012 and 2011 were available for the following:

	<u>2012</u>	<u>2011</u>
NHCF Grant- Family Support	\$ 54,828	\$ 10,591
NHCF Grant- New Futures Fund	71,000	70,000
Lincoln Financial	1,917	835
NAMI National Grant		3,665
SAMHSA funds receivable		35,039
TD Bank North		2,020
Other grants receivable		52,167
	<u>\$ 127,745</u>	<u>\$ 174,317</u>

NOTE J – UNRESTRICTED NET ASSETS – BOARD DESIGNATED

Board designated net assets represent excess donations received in prior years from WALK-related fundraising. These amounts have been set aside as a contingency fund for future expenses and are invested in mutual funds. The balances at June 30, 2012 and 2011 are \$250,423 and \$84,570 respectively.

NOTE K – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through December 30, 2012, the date which the financial statements were available to be issued, and have evaluated no subsequent events after that date. In July 2012 the Organization moved from its leased office space to a new building purchased in April 2012. No other subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2012.



National Alliance on Mental Illness

nami New Hampshire

NAMI NH Mission Statement

The National Alliance on Mental Illness (NAMI NH), a grassroots organization of families, consumers, professionals and other members, is dedicated to improving the quality of life of persons of all ages affected by mental illness and/or serious emotional disorders through education, support and advocacy.

Find Help, Find Hope

NAMI New Hampshire • 85 North State Street • Concord, NH 03301
InfoLine: 800-242-6264 • Tel. 603-225-5359 • Fax 603-228-8848 • info@naminh.org / www.NAMINH.org

NAMI NH Board of Directors 2013-2014

NAME	BOARD POSITION
Chet Batchelder	Treasurer
Mary Ellen Brooks	Member
Ann Butenhof	Member
Steven Cauble	Member
Peggy Gilmour	Member
Michele Grennon	President
Monique Jevne	Member
Leanna Kirk	Member
Martha McLeod	Member
Linda Paquette	Secretary
David Sawyer	Member
Ron White	Member
Richard Wilson	Member

CLAUDIA J. FERRER, M.S.

WORK EXPERIENCE

2004 to Present

National Alliance on Mental Illness NH
85 North State Street, Concord, NH 03301

Director, Child and Family Programs (2008 to present)

Child and Family Services Program Coordinator (2004-2007)

- Responsible for budgetary and administrative duties related to programs;
- Develop and present educational programs to families, youth, professionals and general public
- Serve as an advocate for families 1:1
- Participate in public policy activities
- Serve on state level advisory groups, workgroups and committees
- Coordinate statewide activities/events for Mental Illness Awareness Week
- Recruit, train and supervise volunteers to cover the NAMI NH Information and Resource Line
- Coordinate and collaborate with other NH child and family service organizations/agencies
- Coordinate statewide conferences for diverse audiences
- Expand family support and education programs
- Supervise interns

1983 to 2003

Center for Life Management
44 Stiles Road, Salem, NH 03079

Director, Community Support Programs - Child, Adolescent and Family Services (2000-2003)

- Responsible for budgetary and administrative duties, hiring, training and supervision of staff employed in the programs of case management, family support, MIMS and respite care
- Recruited, trained and provided administrative supervision to clinical staff; conducted intake and assessments for clients entering the system;
- Developed the Transitional Services program and a Family Support program and oversaw the recruitment, training and supervision of staff
- Served as liaison to the Anna Philbrook Center assisting families in discharge planning
- Served as liaison to other community organizations/agencies
- Presentation of public education programs
- Served on local level committees and workgroups related to children's issues

Director, Alternative Service - Child, Adult and Elders (1998-2000)

- Responsible for overseeing the budget and administrative duties of the department
- Developed the Mental Illness Management Services program and oversaw recruitment, training and supervision of staff
- Served as liaison to New Hampshire Hospital assisting patients in their discharge planning

Director - Mental Illness Management Services (1994-1998)

Psychiatric Case Manager (Adult and Older Adult) (1996-1998)

Emergency Services Clinician (1994-1999)

1986 to 1988

Division of Health and Human Services
154 Main Street, Salem, NH 03079

Case Technician

- Completed eligibility interviews/determinations for state public assistance programs across the lifespan
- Participated in the development of a statewide training program for case technicians and presented the session on interviewing and documentation

Resume – Claudia Ferber (cont'd)

- Represented the department at the Salem Human Service Council
- Provided community education programs on public assistance programs

EDUCATION

Springfield College, Springfield, Massachusetts

Master of Science Major: Human Services Administration 1999

Bachelor of Science Major: Human Services Administration 1997

SPECIAL TRAINING

- CONNECT Suicide Prevention Program -Level 1 Trainer
- Recovery Coach Specialist
- Wraparound Training with Lucille Eber;
- Futures Planning Training by Project Renew
- Educational Advocate by The Parent Information Center
- Hospice -volunteer training by the Rockingham Country Hospice
- SOLVE and CPI Training
- Critical Incident Debriefing
- Psychiatric Rehabilitation Skills Training through Boston University
- Maintained a minimum of (12) hours per year of continuing education of clinical and administrative skills development

OTHER PROFESSIONAL EXPERIENCE

- Co Contract Manager System Transformation for Youth SAMHSA Grant (2011-2013)
- Plymouth State Affiliate Instructor of Social Work Field (2009)
- Conference Coordinator: Juvenile Justice and Mental Illness Conference (October 2008)
- Conference Coordinator: Criminal Justice and Mental Illness (October 2007)
- Presented at the CARE NH Summit (2005)
- Presented at the International Psychosocial Rehabilitation Conference (1999)
- Provided workshops over the past 30 years on a wide range of mental health/illness topics to the general public and specific groups.

Publications

- New Beginnings-Building Relationships with Schools, NAMI National, Fall 2010 Issue 16
- Project Director and Contributor: Guidebook for Adults with Serious Mental Illness (2009)
- Project Director: White Paper “ *Reclaiming Our Future: Confronting the Crisis of Co-Occurring Mental Health and Substance Use Disorders for New Hampshire’s Adolescents and Young Adults* ” (2009)
- Author of the educational program “*Parents Meeting the Challenge*” for parents and primary caregivers of children and adolescents with serious emotional disorders (2008)
- Project Director and Lead Contributor: *Guidebook for Parents and Primary Caregivers of Children and Adolescents with Serious Emotional Disorders* (2007)
- *Guidance on Considering the Use of Physical Restraints in New Hampshire School Settings Report*, NH Department of Education, 2005

Other Affiliations

NH Association of Infant Mental Health Vice Chairperson - 2012 Treasurer - 2007-2010

NHPA Educational Foundation- Board Member 2012

NAMI National Expert Advisory Group on Children, Youth and Young Adults-2012

AWARDS

1994 Mental Health Professional of the Year - NAMI NH

2013 New Hampshire Partners in Service “Appreciation Award “

Deborah A. Davidson

SUMMARY:

Highly organized and motivated individual with solid experience in event and meeting planning. Exceptional written, verbal and interpersonal skills along with extensive work experience in advertising sales, marketing, media, public relations, education and administrative assistance. Dependable, strong and moral work ethic.

SKILLS:

Microsoft Word, Excel, PowerPoint, Outlook, Publisher, and Medical Manager Software.

EDUCATION:

Lyndon State College - Lyndonville, VT Bachelors of Communications Art and Science

PROFESSIONAL EXPERIENCE:

SAU 53 - Pembroke, NH 2012 – Present
Substitute Teacher

- Manage classrooms and deliver daily lessons

Hometown Forecast Service – Nashua, NH 2010 – 2012
Marketing Manager - Weather Broadcaster

- Assisted in event planning
- Assembled trade fair marketing materials
- Collaborated with co-workers to define and target specific groups of new clients
- Designed and implemented new marketing techniques
- Communicated with new and existing clients on a daily basis
- Recorded weather reports as an mp3 file for radio stations across the US

St. John Regional School - Concord, NH 2008 – 2010
Media Specialist / Grammar Teacher

- Oversaw semi-annual Scholastic book fair fundraiser for the school's library
- Recruited and coordinated book fair volunteers
- Developed and delivered grammar lessons for grades 6-8
- Revitalized and maintained the school's library

Metro Networks Inc. – Orlando, FL / Providence, RI

1997 – 1999

Traffic Reporter

- Serviced 7 radio and 1 television station with traffic reports
- Exclusive traffic reporter for WPRO FM and WPRO AM

West Orlando Pediatrics - Orlando, FL

1995 – 1997

Administrative Assistant

- Billed and collected money from insurance companies
- Handled all incoming calls and scheduled appointments

WZRT, WTSL, WXXX - New Hampshire and Vermont

1991 – 1995

Event Planner - Radio Sales, Marketing, Promotions

- Conducted and managed live events for advertisers
- Solicited vendors for all events
- Cold called potential clients for on air and print advertising
- Maintained sales relationships with on going clients
- Collaborated with advertising agencies to effectively market the client
- Wrote and produced copy for on air advertising and print media
- Conceptualized and executed promotions

References furnished upon request

Heidi Matthews

Summary

Highly-motivated NAMI volunteer, teacher, support group facilitator and public speaker. Flexible schedule to work when needed. Team player and works well independently. Experienced parent of child with serious emotional disorder. Parent advocate.

Highlights

- Event planning and logistics
- Excellent interpersonal skills
- Strong communicator
- Social networking experience
- Dedicate
- *Parents Meeting The Challenge* teacher 7 years
- Support group facilitator *Parents Meeting The Challenge* 4 years
- *Life Interrupted* speaker 4 years
- Advocate for my son 10 years

Accomplishments

Teacher of 3 classes in 2013 of *Parents Meeting the Challenge*, to 18 parents, had 4 apply to be teachers.

Parent Liaison for the System of Care Transformation planning grant 2012 was the "go to" person for family focus groups through out the state. **Regional Coordinator** for The Children's Behavioral Health Plan regional presentations. Coordinated locations, worked with Family agencies and providers in each region chosen. Coordinated logistics and set up at each location. Recorded comments, questions and feedback.

Experience

- Carpenter's Greenhouse March 2009 to Current
Floral designer, Marketing ,
Newmarket, N H
Purchasing, time management, customer service, social media, marketing
- NAMI NH February 2009 to Current
Life Interrupted speaker
Concord, N H
Shared my story with school personnel, legislators, churches, college students, school psychologist, and pediatricians
- NAMI NH Current
Support group Facilitator
Rochester, N H
Have co-facilitated a group for over 4 years
- NAMI NH Current
Parents Meeting The Challenge Teacher
Rochester, Lancaster, Somersworth, Allenstown, N H
have taught for over 7 years with several teachers in 4 different communities
- Children's Behavioral Health Collaborative April 2013 to Current
Regional Presentation Coordinator
Concord, N H
coordinated all presentations held in 6 regions
- System of Care planning grant April 2012 to August 2012
Parent Liaison
Concord, N H held family focus groups to present DRAFT of the Children's Behavioral health plan, helped in preparing report.

Education

Dover High School
High School Diploma
Dover, N H

NAMI NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kenneth Norton	Executive Director	\$80,000	.03%	\$2,496
Tammy Murray	Chief Financial Officer	\$70,699	0	0
Claudia Ferber	Director, Child & Family Programs	\$53,019	31%	\$16,224
Patrick Roberts	Coordinator, Program Evaluations and Improvement	\$42,120	.03%	\$1,248

75 *DFC*



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 29, 2013

*100% Fed-Funds
Sole Source*

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth & Families to enter into a **sole source** Agreement with New Hampshire National Alliance on Mental Illness (NAMI NH), vendor number 166630-B001, to expand New Hampshire's Family and Community Support Specialist Program and the Family Leadership Program, in an amount not to exceed \$200,969 effective May 15, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2014. Funds to support this request are available in the following account in State Fiscal Year 2013 and funds for State Fiscal Year 2014 are anticipated to be available upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-95-958010-0833 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMMISSIONER, COMMUNITY BASED CARE SERVICES, SYSTEM TRANSFORMATIONS FOR YOUTH

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2013</u>	<u>FY 2014</u>
102-500732	Contracts for Program Services	95800833	\$25,039	\$ 0

05-95-49-490510-2984 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIV OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, ST4Y GRANT

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2013</u>	<u>FY 2014</u>
102-500732	Contracts for Program Services	95800833	\$ 0	\$175,930
		Total	\$25,039	\$175,930

EXPLANATION

This request is **sole source** because the Substance Abuse and Mental Health Services Administration (SAMHSA) required applicant states to identify specific participating family organizations in their grant submissions. New Hampshire identified all known family support agencies that have previously worked in concert with the State's

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

April 25, 2013

Page 2

Community Based Care System. The identified agencies were the National Alliance on Mental Illness New Hampshire (NAMI NH), Granite State Federatio of Families for Children's Mental Health (GSFFCMH) and Families Advocating for Substance Abuse Treatment, Education and Recovery (FASTER). Based largely on the qualifications of these organizations and after a thorough review SAMHSA awarded the the State of New Hampshire a System of Care Implementation grant. The Department of Health and Human Services will be contracting various portions of this grant to each of these family organizations. These three organizations support individuals of all ages and their families who are affected by mental illness and/or addiction.

This grant is being used to develop a sustainable system of care infrastructure for children and youth with serious emotional, behavioral and/or mental health challenges and their families. The infrastructure development will expand the array of supports for children/ and youth who are involved with two or more systems and who are at risk of out of home placement. NAMI NH was awarded the contract to conduct the family, youth and stakeholder focus groups for the System of Care Expansion Planning grant. NAMI NH is a strong and well known New Hampshire family organization, is a partner in New Hampshire's System of Care work and has the necessary infrastructure and value system to successfully complete the required tasks.

NAMI NH will take the leadership role in expanding New Hampshire's Family and Community Support Specialist (FCSS) Program and the Family Leadership Program by creating a manual for the FCSS Program training curriculum and delivering Parents Meeting the Challenge Family Education Programs. They will identify family leadership candidates and connect them with the family leadership training programs of their choice. Community readiness for parents' support groups will be assessed and family leaders for expanding this community network will be identified. Technical support and evaluation will be provided to assure fidelity to the model and stability of group leadership, including recruiting, training and supporting family leaders in the role of their choice (governance structure, public policy, support group facilitation).

Should the Governor and Executive Council determine to not authorize this agreement, the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of public systems, family organizations and community providers will likely dissipate as a return to the status quo manifests itself. The opportunity to improve outcomes for New Hampshire's children and youth, and their families, may be lost

Area served: statewide.

Source of funds: 100% Federal Funds.

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

Respectfully submitted,

Maggie Bishop (x263)

Maggie Bishop
Director

Approved by:

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

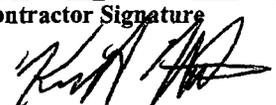
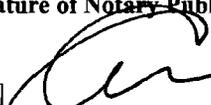
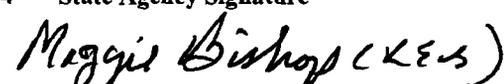
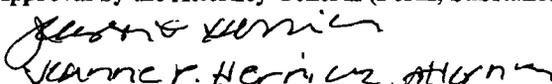
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Division of Children, Youth & Families		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name National Alliance on Mental Illness (NAMI NH)		1.4 Contractor Address 15 Green Street Concord, NH 03301	
1.5 Contractor Phone Number	1.6 Account Number 05-95-95-958010-08330000-102-500731	1.7 Completion Date 06/30/14	1.8 Price Limitation \$200,969
1.9 Contracting Officer for State Agency Maggie Bishop		1.10 State Agency Telephone Number 603-271-4440	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Norton, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>24th of April 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
ARTHUR W. PERKINS Justice of the Peace - New Hampshire My Commission Expires December 20, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3 May 2013</u> Kenneth R. Herrick, Attorney			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:
Date: 4/3/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

CERTIFICATE OF VOTE

I, **Mary Ellen Forrestall-Nicholls**, do hereby certify that:

- 1. I am the duly elected **Secretary** of **NAMI NH**.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **November 15, 2012**:

Resolved: That this Corporation enter into a contract with the State of New Hampshire, Department of Health and Human Services, relative to the System of Care Expansion Implementation Grant for the **provision of deliverables defined by the contract**.

Resolved: That the **Executive Director** is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the **15th** day of **November, 2012**.
- 4. **Kenneth C. Norton** is the **Executive Director** of the Corporation.

Mary Ellen Forrestall-Nicholls
4/12/13

STATE OF NEW HAMPSHIRE

County of Merrimack

The foregoing instrument was acknowledged before me this 12th day of April, 2013 by Mary Ellen Forrestall-Nicholls.

Patricia A. Marden

Commission Expires: 8-8-17

PATRICIA A. MARDEN, Notary Public
My Commission Expires August 8, 2017

EXHIBIT A SCOPE OF SERVICES

Purpose:

The contractor will expand the capacity statewide to provide family support and education to families of children and adolescents with serious emotional disorders (SED) prioritizing those families enrolled in the System of Care Implementation Grant.

The Contractor will build the capacity statewide of families leadership related to mental health in roles of their choice such as governance structures, public policy, advocacy boards, and task force, deliver family education programs and support group facilitation.

Purpose:

The contractor shall:

1. Complete a manual for the Family and Community Support Specialist (FCSS) training curriculum;
2. Recruit, hire, train and supervise two (2) Family and Community Support Specialists;
3. Provide one to one support to twenty (20) families with the families enrolled in the System of Care as a priority;
4. Deliver two (2) Parents Meeting the Challenge (PMC) Education Programs (8 sessions – 10 participants per program);
5. Assess community readiness for a PMC Support Group including the identification of potential facilitators;
6. Expand the community network of family leaders by identifying four (4) potential family leadership candidates with two (2) completing a NAMI NH leadership program of their choice and;
7. Evaluate and provide evaluation summary of the One to One Support Program and the PMC Family Education Program.

Contractor Initials: _____

Date: _____


4/3/15

EXHIBIT B

National Alliance on Mental Illness (NAMI)

PAYMENT METHOD

8. The Contractor may amend the contract budget through line item increases, decreases or the creation of a new line item provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State. Notwithstanding paragraph 18 of the P-37, and amendment limited to the terms of this paragraph does not require additional approval of Governor and Executive Council.
9. Contractor invoices must be submitted to:
DHHS, Division of Children Youth & Families
129 Pleasant Street, Concord, NH 03301
ATTN: Erica Ungarelli
10. This Agreement is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA#: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: System of Care Expansion Implementation
Amount: \$200,969

Contractor Initials: RM
Date: 4/3/13

NH Department of Health and Human Services**STANDARD EXHIBIT C****SPECIAL PROVISIONS**

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

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

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

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

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

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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

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

2. This contract shall commence upon Governor and Executive Council approval or May 1, 2013, whichever is later, and terminate on June 30, 2014, with the option for two (2) 1-year extensions of the term of the contract to be exercised by mutual agreement by the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval by the Governor and Executive Council.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials:
Date: 4/8/13

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

National Alliance on Mental Illness (NAMI NH) From: 5/1/2013 To: 6/30/2014
 (Contractor Name) (Period Covered by this Certification)

Kenneth Norton, Executive Director
 (Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

(Date)

Contractor Initials 
 Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 05/01/13 through 06/30/14

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

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

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



(Contractor Representative Signature)

Kenneth Norton, Executive Director

(Authorized Contractor Representative Name & Title)

National Alliance on Mental Illness (NAMI NH)

(Contractor Name)

(Date)

Contractor Initials: 

Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

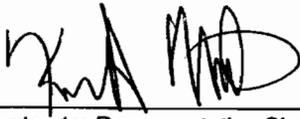
Contractor Initials: RM
Date: 4/3/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.



Kenneth Norton, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

National Alliance on Mental Illness (NAMI NH)

4/3/13

(Contractor Name)

(Date)

Contractor Initials: KN
Date: 4/3/13