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

Nicholas A. Toumpas
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
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June 5, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with National Alliance on Mental Health Illness, NAMI New Hampshire (Vendor #166630 B001), 85 North State Street, Concord NH 03301, for the provision of support and education services to families of children and adolescents with serious emotional disorders (SED), in an amount not to exceed \$311,882, effective July 1, 2015, or upon Governor and Executive Council approval, whichever is later, through September 30, 2016. 100% Federal Funding.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-12380000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF , HHS: HUMAN SERVICES, CHILD PROTECTION, FAST FORWARD GRANT

Fiscal Year	Class/Object	Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	42103802	\$249,015
2017	102-500731	Contracts for Program Services	421103802	\$62,867
			Total:	\$311,882

EXPLANATION

This request is **sole source** because the Substance Abuse and Mental Health Services Administration mandated that states applying for the System of Care Expansion Implementation Grant identify specific participating organizations at the time of the grant application. The grant was awarded based largely on the qualifications of the National Alliance on Mental Health Illness, NAMI New Hampshire. Each year's grant award is then predicated on the contractor's continued partnership and participation. The partnership we have established with this vendor is critical to continue this work as well as seeing that the work can continue and be effective beyond the grant period.

The purpose of this agreement is to provide services that will support and educate families of children and adolescents with serious emotional disorders (SED) with priority to those families enrolled in the System of Care Implementation Grant. The National Alliance on Mental Illness provides programs such as Family Peer support for families enrolled in the FAST Program, Parents Meeting the Challenge Education Programs, Mental Health Awareness Activities, and Parent Voice Workgroups through a specially trained Family and Community Support Specialists. These support and educational programs assist families in developing skills necessary to keep the family intact.

This agreement includes language that reserves the Division's right to renew the contract for up to four additional years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council

Should the Governor and Executive Council not approve this request, families of children and adolescents with serious emotional disorders may not have the support and education necessary to develop parenting skills which may lessen the need for intervention services from the Division for Children Youth and Families. Intervention services may result in a rise in adolescent placement into institutional settings which may increase the need for state funding.

Area Served: Statewide

Source of Funds: 100% Federal Funds

In the event that federal funds are 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

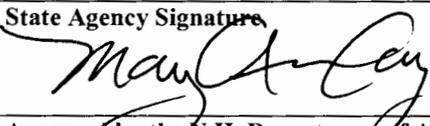
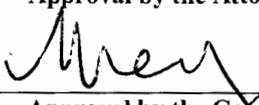
Subject: Family and Community Support Specialist and the Family Leadership Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Alliance on Mental Health Illness, NAMI New Hampshire		1.4 Contractor Address 85 North State Street Concord NH 03301	
1.5 Contractor Phone Number 603-225-5359	1.6 Account Number 05-95-42-421010-1238	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$311,882
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Norton Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/2/15</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]			
1.13.2 Name and Title of Notary or Justice of the Peace DIANE GEDNEY, Notary Public My Commission Expires July 10, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
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:  Mary A. York, Attorney On: <u>6/9/15</u>			
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.

Contractor Initials: RM
Date: 6/2/15

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: RM
Date: 4/2/15

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.


6/2/15



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. SCOPE OF SERVICES

- 2.1 The Contractor shall provide statewide 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.
- 2.2 The Contractor will build the statewide capacity of families' leadership roles related to the mental health system, in one of the following areas of their choice:
 - 2.2.1 Governance structures,
 - 2.2.2 Public Policy,
 - 2.2.3 Advocacy boards and task force,
 - 2.2.4 Deliver family education programs, or
 - 2.2.5 Support group facilitation.
- 2.3 The Contractor shall provide the following services, which include but are not limited to:
 - 2.3.1 Updating the Family and Community Support Specialists (FCSS) training curriculum manual on a quarterly basis if changes have occurred.
 - 2.3.2 Providing a minimum of 3.6 FTE FCSS's to support the need of Family Peer support for the FAST Forward program.
 - 2.3.3 Providing one-to-one Family Peer Support to families with priority given to families enrolled in the FAST forward program.
 - 2.3.3.1 The Contractor shall provide participants/family members an evaluation survey.
 - 2.3.4 Delivering a minimum of two (2) "Parents Meeting the Challenge" (PMC) Education Programs (8 sessions with 10 participants per program).



Exhibit A

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- 2.3.4.1 The Contractor shall provide each participant a session evaluation survey of the program at the beginning of each session.
 - 2.3.4.2 The Contractor shall evaluate the session surveys.
 - 2.3.5 Expanding the community network of family leaders by identifying four (4) potential family leadership candidates with two (2) completing a National Alliance on Mental Illness (NAMI) of New Hampshire leadership program of their choice.
 - 2.4 The Contractor will collect, organize and report all data relevant for grant reporting to Antioch University.
 - 2.4.1 Data collection and reporting shall include but not be limited to:
 - 2.4.1.1 National Outcome Measures (NOMS) or its equivalent client data;
 - 2.4.1.2 Infrastructure Development, Preventions and Mental Health Promotion (IPP) data or its equivalent required by SAMHSA and collected by Antioch University; and
 - 2.4.1.3 Other data related to the evaluation activities of the System of Care, as defined by Antioch University
 - 2.5 The Contractor shall evaluate and provide a summary of the One-to-One Support Program, to the System of Care, Project Director, by the 20th of each month. The summary will include but not be limited to;
 - 2.5.1 Number of families/participants assigned to each FCSS;
 - 2.5.2 Amount of travel each FCSS is driving to assess for capacity and assessment of costs for sustainability;
 - 2.5.3 Number of hours FCSS's provided support to each family/ week;
 - 2.5.4 Type of support provided;
 - 2.5.5 How the support was provided (i.e.: phone contact or face to face) contact;
 - 2.5.5.1 if the support was face to face where was it provided(i.e.: at families home or other community location);
 - 2.5.6 Number of families serviced;
 - 2.5.7 Frequency of one-to-one contact with families/participants; and
 - 2.6 The Contractor shall provide a summary of the Parents Meeting the Challenge Family Education Program, to the System of Care, Project Director, by the 20th of each month. The summary will include but not limited to;
 - 2.6.1 Number of attendees for each of the eight (8) sessions; and
 - 2.6.2 A summary of the participants' survey results.
 - 2.7 The Contractor shall support and participate in Mental Health awareness activities during the grant period.
 - 2.8 The Contractor will ensure Parent voice participation in all grant and systems workgroups.



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse and Mental Health Services_Protocols of Regional and National, for provision of services pursuant to Exhibit A, Scope of Services.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for services shall be made as follows:
 - 2.1. Payment shall be, on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, within thirty (30) days of receipt and approval of the contractor's invoice.
 - 2.2. The Contractor will ensure all invoices clearly identify the amount requested and the services performed during the time period. Invoices must contain, at minimum the following:
 - 2.2.1. The amount requested;
 - 2.2.2. A detailed account of the work performed;
 - 2.2.3. A list of all deliverables completed during the prior months, as outlined in Exhibit A – Scope of Services;
 - 2.2.4. Separately identified work and the amount attributable and performed by an approved subcontractor.
 - 2.2.4.1. For work performed by any approved subcontractor, the contractor must include a copy of the original invoice(s) received from the subcontractor during the invoice period along with their quarterly invoice to the Department (the contractor is responsible for reviewing, approving and paying subcontractors directly).
 - 2.2.5. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
 - 2.3. The Contractor will provide the dollar amount and allocation of the contractor's required 20% match for each invoice submitted and certify that the match amount was not derived from federal funds or used as match against any other state contract or federal program.



Exhibit B

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- 2.4. Invoices must be submitted by the 20th of each month to:
System of Care, Project Manager
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 2.5. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-2.
 - 2.6. Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
 - 2.7. A final payment request shall be submitted no later than sixty (60) days after the contact ends.
 - 2.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
 - 2.9. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 - 2.10. Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

Exhibit B-1

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

Bidder/Program Name: NAMI NH

Budget Request for: Family and Community Support Specialist and
the Family Leadership Program
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 144,118.00	\$ 17,295.00	\$ 161,413.00	Direct/base salary
2. Employee Benefits	\$ 45,001.00	\$ 5,400.00	\$ 50,401.00	Direct/base salary
3. Consultants	\$ -	\$ -	\$ -	Direct/base salary
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 5,434.00	\$ 653.00	\$ 6,087.00	Direct/base salary
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 24,000.00	\$ 2,880.00	\$ 26,880.00	Direct/base salary
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,780.00	\$ 454.00	\$ 4,234.00	Direct/base salary
Postage	\$ -	\$ -	\$ -	Direct/base salary
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 222,333.00	\$ 26,682.00	\$ 249,015.00	

Indirect As A Percent of Direct

12.0%

Exhibit B-2

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

Bidder/Program Name: NAMI NH

Budget Request for: Family and Community Support Specialist and
the Family Leadership Program
(Name of RFP)

Budget Period: July 1, 2016 - September 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 36,781.00	\$ 4,414.00	\$ 41,195.00	Direct/base salary
2. Employee Benefits	\$ 12,405.00	\$ 1,489.00	\$ 13,894.00	Direct/base salary
3. Consultants			\$ -	Direct/base salary
4. Equipment:			\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:			\$ -	
Educational			\$ -	Direct/base salary
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 6,000.00	\$ 720.00	\$ 6,720.00	Direct/base salary
7. Occupancy			\$ -	
8. Current Expenses			\$ -	
Telephone	\$ 945.00	\$ 113.00	\$ 1,058.00	Direct/base salary
Postage			\$ -	Direct/base salary
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software			\$ -	
10. Marketing/Communications			\$ -	
11. Staff Education and Training			\$ -	
12. Subcontracts/Agreements			\$ -	
13. Other (specific details mandatory):			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 56,131.00	\$ 6,736.00	\$ 62,867.00	

Indirect As A Percent of Direct

12.0%

Contractor Initials RM

Date 6/2/15



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

RM



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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


6/2/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Handwritten initials, possibly "RM", in black ink.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

4/2/15
Date

Contractor Name:

Name: Kenneth Norton
Title: Executive Director

Contractor Initials KM
Date 4/2/15



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 Name:

Name: Kenneth Norton
Title: Executive Director

6/2/15
Date

Contractor Initials KM
Date 6/2/15



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6/2/15
Date

Contractor Name:

Name: Kenneth Norton
Title: Executive Director

Contractor Initials KMN
Date 6/2/15



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

6/2/15
Date

Contractor Name:

Name: Kenneth Norton
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

A handwritten signature in black ink, appearing to read "Kenneth Norton", written over a horizontal line.

Name: Kenneth Norton
Title: Executive Director

6/2/15
Date

Contractor Initials KN
Date 6/2/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

AM



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

not DHHHS
 The State
[Signature]
 Signature of Authorized Representative
MARY Ann Corry
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
6/5/15
 Date

KENNETH NORTON
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Kenneth Norton
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
6/2/15
 Date

Contractor Initials KN
 Date 6/2/15



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

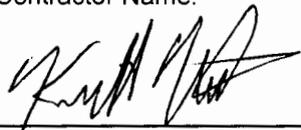
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/2/15
Date


Name: Kenneth Norton
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 883088411
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 16th day of April, A.D. 2015



A handwritten signature in black ink, appearing to read "William M. 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 New Hampshire.
(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 June 2, 2015 :
(Date)

RESOLVED: That the Executive Director
(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 2nd day of June, 2015.
(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 2nd day of June, 2015.

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


(Notary Public/Justice of the Peace)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2015

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	FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: pat@esinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great American Ins Group		
INSURER B: Technology Insurance Co		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

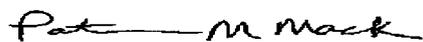
COVERAGES **CERTIFICATE NUMBER:** 2015 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MAC5464231-14	5/7/2015	5/7/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			MAC5464231-14	5/7/2015	5/7/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1898607-05	5/7/2015	5/7/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3432935	10/10/2014	10/10/2015	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept of Health and 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 

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National Alliance on Mental Illness

nami | New Hampshire

MISSION & VISION STATEMENTS

Adopted 5/16/15

MISSION

NAMI New Hampshire is a grassroots organization working to improve the quality of life for all by providing support, education and advocacy for people affected by mental illness.

VISION

We envision a future where people affected by mental illness have hope, help, and health, and are able to:

- access the supports and evidence-based treatment necessary for recovery,
- have a lifespan that is not cut short by their mental illness or co-morbid conditions, and
- reach their full potential, living in their communities free from discrimination and stigma.

Find Help, Find Hope.

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NAMI NEW HAMPSHIRE
Financial Statements
With Schedule of Expenditures of Federal Awards
June 30, 2014
(With Comparative Information for June 30, 2013)
and
Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance**

Schedule of Findings and Questioned Costs

NAMI NEW HAMPSHIRE
FINANCIAL STATEMENTS
June 30, 2014
(With Comparative Information for June 30, 2013)

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
NAMI New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of NAMI New Hampshire (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NAMI New Hampshire as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Comparative Information

The financial information for June 30, 2013 has been derived from NAMI New Hampshire's fiscal year 2013 financial statements, which were audited by a predecessor auditor. An unmodified opinion was issued on those financial statements dated February 25, 2014. We were not engaged to audit, review, or apply any procedures on the June 30, 2013 financial statements of the Entity and, accordingly, we do not express an opinion or any other form of assurance on the 2013 financial statements as a whole.

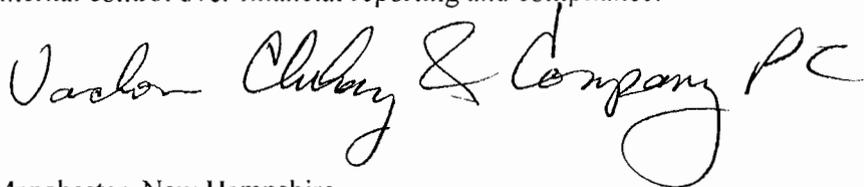
Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and is also not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2015, on our consideration of NAMI New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NAMI New Hampshire's internal control over financial reporting and compliance.



Manchester, New Hampshire
January 10, 2015

NAMI NEW HAMPSHIRE
STATEMENT OF FINANCIAL POSITION
June 30, 2014
(With Comparative Information for June 30, 2013)

ASSETS	<u>2014</u>	<u>2013</u>
CURRENT ASSETS:		
Cash	\$ 239,990	\$ 371,328
Accounts receivable	233,268	212,617
Prepaid expenses	12,240	
TOTAL CURRENT ASSETS	<u>485,498</u>	<u>583,945</u>
PROPERTY AND EQUIPMENT:		
Land	164,000	164,000
Building and improvements	515,743	515,743
Equipment	8,218	8,218
Furniture and fixtures	604	604
	<u>688,565</u>	<u>688,565</u>
Less accumulated depreciation	<u>(28,630)</u>	<u>(13,762)</u>
PROPERTY AND EQUIPMENT, NET	<u>659,935</u>	<u>674,803</u>
OTHER NONCURRENT ASSETS:		
Investments	<u>500,254</u>	<u>278,290</u>
TOTAL OTHER NONCURRENT ASSETS	<u>500,254</u>	<u>278,290</u>
TOTAL ASSETS	<u>\$1,645,687</u>	<u>\$1,537,038</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 59,662	\$ 26,579
Accrued expenses	41,931	42,930
Refundable grant		51,856
Mortgage note payable	<u>14,311</u>	<u>11,019</u>
TOTAL CURRENT LIABILITIES	<u>115,904</u>	<u>132,384</u>
NONCURRENT LIABILITIES:		
Mortgage note payable	<u>257,143</u>	<u>322,488</u>
TOTAL NONCURRENT LIABILITIES	<u>257,143</u>	<u>322,488</u>
TOTAL LIABILITIES	<u>373,047</u>	<u>454,872</u>
NET ASSETS:		
Temporarily restricted	99,878	95,577
Unrestricted	<u>1,172,762</u>	<u>986,589</u>
TOTAL NET ASSETS	<u>1,272,640</u>	<u>1,082,166</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$1,645,687</u>	<u>\$1,537,038</u>

See notes to financial statements

NAMI NEW HAMPSHIRE
STATEMENT OF ACTIVITIES
For the Years Ended June 30, 2014
(With Comparative Information for June 30, 2013)

	<u>2014</u>	<u>2013</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
Fees and grants from governmental agencies	\$ 1,001,532	\$ 864,246
Contributions	99,603	96,929
NH Charitable Foundation endowment income	8,015	7,948
Interest and dividends	9,234	7,177
Unrealized gains on investments	32,694	21,003
In-kind donations	10,201	7,299
Fundraising events	97,612	111,195
Training services	397,724	491,317
Membership dues	7,480	7,072
Other revenue	30,048	24,699
TOTAL UNRESTRICTED REVENUES	<u>1,694,143</u>	<u>1,638,885</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	<u>99,869</u>	<u>102,168</u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>99,869</u>	<u>102,168</u>
TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT	<u>1,794,012</u>	<u>1,741,053</u>
EXPENSES:		
PROGRAM SERVICES:		
Community and Public Policy Relations	47,442	59,757
Connect Suicide Prevention Project	505,257	645,453
Public Education	677,307	642,280
TOTAL PROGRAM SERVICES	<u>1,230,006</u>	<u>1,347,490</u>
SUPPORTING SERVICES:		
Management and general	221,844	216,831
Fundraising and development	155,989	83,689
TOTAL SUPPORTING SERVICES	<u>377,833</u>	<u>300,520</u>
TOTAL EXPENSES	<u>1,607,839</u>	<u>1,648,010</u>
TOTAL INCREASE IN UNRESTRICTED NET ASSETS	<u>186,173</u>	<u>93,043</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	104,170	70,000
Net assets released from restrictions	<u>(99,869)</u>	<u>(102,168)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>4,301</u>	<u>(32,168)</u>
INCREASE IN NET ASSETS	190,474	60,875
NET ASSETS, JULY 1	<u>1,082,166</u>	<u>1,021,291</u>
NET ASSETS, JUNE 30	<u>\$ 1,272,640</u>	<u>\$ 1,082,166</u>

See notes to financial statements

NAMI NEW HAMPSHIRE
STATEMENT OF CASH FLOWS
For the Years Ended June 30, 2014
(With Comparative Information for June 30, 2013)

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	\$ 190,474	\$ 60,875
Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided (Used) by Operating Activities:		
Net unrealized gains on investments	(32,694)	(21,003)
Depreciation	14,868	15,325
Loss on disposal of property and equipment		11,960
Change in assets and liabilities:		
Accounts receivable	(20,651)	(30,928)
Prepaid expenses	(12,240)	
Accounts payable	33,083	(34,970)
Accrued expenses	(999)	(7,609)
Refundable grant	(51,856)	(8,010)
Net Cash Provided (Used) by Operating Activities	<u>119,985</u>	<u>(14,360)</u>
 Cash Flows From Investing Activities:		
Purchase of investments	(189,270)	(7,421)
Purchase of property and equipment		(28,599)
Net Cash Used by Investing Activities	<u>(189,270)</u>	<u>(36,020)</u>
 Cash Flows From Financing Activities:		
Payments on note payable	(62,053)	(12,797)
Net Cash Used by Financing Activities	<u>(62,053)</u>	<u>(12,797)</u>
 Net decrease in cash	(131,338)	(63,177)
 Cash, beginning of year	371,328	434,505
Cash, ending of year	<u>\$ 239,990</u>	<u>\$ 371,328</u>
 Supplemental Disclosures:		
In-kind donations received	\$ 10,201	\$ 7,299
In-kind expenses	(10,201)	(7,299)
Cash paid for interest expense	(15,507)	(17,060)
Cost basis of disposed property and equipment		41,239
	<u>\$ (15,507)</u>	<u>\$ 24,179</u>

See notes to financial statements

**NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)**

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The National Alliance on Mental Illness, New Hampshire (NAMI New Hampshire) was founded as a nonprofit corporation in 1982. NAMI New Hampshire 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 New Hampshire 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 New Hampshire 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 New Hampshire 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.

Accounting Policies

The accounting policies of NAMI New Hampshire conform to accounting principles generally accepted in the United States of America as applicable to non-profit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

**NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)**

Contributions

The Entity accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Investments

Investments, which consist principally of money market accounts, mutual funds, and exchange traded funds, are carried at their market value at June 30, 2014 and June 30, 2013. Unrealized gains and losses on investments are reflected in the statement of activities.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for major improvements with a cost in excess of \$1,000 and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Building and improvements	39
Equipment	5
Furniture and fixtures	7-10

Depreciation expense was \$14,868 and \$15,325 for the years ended June 30, 2014 and 2013, respectively.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)

Compensated Absences

Full-time and part-time employees are entitled to paid vacation based on their length of employment. Employees are allowed to carry forward a maximum of 10 vacation days. Upon termination of employment, full-time employees will receive up to five days of accrued/unused vacation pay. Accrued vacation pay amounted to \$12,320 and \$10,004 as of June 30, 2014 and 2013, respectively.

Donated Services, Materials and Facilities

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 according to general accepted accounting principles.

Donated goods and professional services are recorded as both revenue and expense at estimated fair value. The Entity received donated supplies for the annual Walk fundraiser totaling \$10,201 and \$7,299 during the years ending June 30, 2014 and 2013, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statements of functional expenses among the programs and supporting services based on percentage allocations determined by the Entity's management.

Fund Raising Activities

Fund raising expenses represent the cost of preparing contribution appeals, running special events, and letters of appreciation by staff of the Entity and totaled \$155,989 and \$83,689 for the years ending June 30, 2014 and 2013, respectively.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$558 and \$160 for the years ending June 30, 2014 and 2013, respectively.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2014 and 2013, because management of the Entity believes that all outstanding receivables are fully collectible.

**NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)**

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Entity is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity does not have any material unrecognized tax benefits. As of June 30, 2014, the tax years ending June 30, 2013, 2012 and 2011 remain subject to possible examination by major tax jurisdictions.

Fair Value of Financial Instruments

Cash and equivalents, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassification

Certain reclassifications have been made to the June 30, 2013 financial statement presentation to correspond to the current year format. These reclassifications had no effect on the change in net assets for the year ending June 30, 2013, as previously reported.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. There were no balances in excess of federally insured limits for the Entity at June 30, 2014 and 2013.

**NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)**

NOTE 3--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Cash or cash equivalent money market mutual funds: Valued at acquisition cost.

Common stocks, unit investment equities, and fixed income securities: Valued at the closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)

The following tables set forth by level, within the fair value hierarchy, the Entity's assets at fair value:

Assets at Fair Value as of June 30, 2014				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market mutual funds	\$ 180,725			\$ 180,725
Mutual funds	189,840			189,840
Exchange traded funds	129,689			129,689
Total assets at fair value	<u>\$ 500,254</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,254</u>

Assets at Fair Value as of June 30, 2013				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market mutual funds	\$ 173			\$ 173
Mutual funds	184,701			184,701
Exchange traded funds	93,416			93,416
Total assets at fair value	<u>\$ 278,290</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 278,290</u>

Investment Valuation and Income Recognition

The Entity's investments as of June 30, 2014 and June 30, 2013 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of equity securities, mutual funds, and money market investments which are carried at market value (adjusted monthly). Realized and unrealized gains and losses are reflected in the Statements of Activities. Assets held in the investment accounts were as follows at June 30, 2014, and 2013:

	Market Value <u>2014</u>	Market Value <u>2013</u>
Money market mutual funds	\$ 180,725	\$ 173
Mutual funds	189,840	184,701
Exchange traded funds	129,689	93,416
	<u>\$ 500,254</u>	<u>\$ 278,290</u>

NOTE 4—MORTGAGE NOTES PAYABLE

At June 30, 2014 and 2013, the mortgage note payable consists of the following:

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)

	<u>2014</u>	<u>2013</u>
\$348,000 mortgage note payable, secured by property, payable in monthly installments of \$2,297 including interest through April 2032. The variable interest rate on the note is 5.0% through April 2022. Thereafter, the interest rate will change to equal the 5 year Federal Home Loan Bank of Boston amortizing rate plus 3.0%. The interest rate change will not occur more often than each five years. The balance of the note is payable in full on April 2, 2032.	<u>\$ 271,454</u>	<u>\$ 333,507</u>

Following are the maturities of the mortgage note payable as of June 30, 2014:

Year Ending <u>June 30,</u>	<u>Amount</u>
2015	\$ 14,311
2016	15,044
2017	15,814
2018	16,623
2019	17,474
Thereafter	<u>192,188</u>
	<u>\$ 271,454</u>

NOTE 5--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Building addition	\$ 51,026	
NHCF grant - family support	44,352	\$ 25,577
NHCF grant - new futures fund		70,000
MIAW conference	4,500	
	<u>\$ 99,878</u>	<u>\$ 95,577</u>

NOTE 6--UNRESTRICTED NET ASSETS

Unrestricted net assets consist of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Board designated:		
WALK and excess donations	\$ 319,540	\$ 278,290
Future building improvements	40,000	10,000
Undesignated	813,222	698,299
	<u>\$ 1,172,762</u>	<u>\$ 986,589</u>

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2014
(With Comparative Information for June 30, 2013)

NOTE 7--CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2014 and 2013, the Entity recognized revenue of \$1,001,532 (55.69%) and \$864,246 (39.04%), respectively, from fees and grants from governmental agencies. The Substance Abuse and Mental Health Services grant agreements have been renewed through June 30, 2015. Revenue is recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. Other support originates from training services, contributions, in-kind donations, and other income.

NOTE 8--BENEFICIAL INTEREST IN TRUST

The Entity is the beneficiary of an endowment fund held by the New Hampshire Charitable Foundation. The Entity has no claim to the assets of the trusts, but is entitled to 4.03% of the income from the trusts. At June 30, 2014 and 2013, the fair value of the Entity's interest in the beneficial trust held by others is \$232,064 and \$210,494, respectively. The fair value is based upon the market value of the underlying investments based upon daily market information provided by the trust's agent. Income distributed from the trust to the Entity is unrestricted and recognized as endowment income on the Statements of Activities. Distributed income from the trust totaled \$8,015 and \$7,948 for the years ending June 30, 2014 and 2013, respectively.

NOTE 9—PENSION PLAN

The Entity has a deferred compensation pension plan under Section 403(b) of the Internal Revenue Code. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ending June 30, 2014 and 2013, the Entity's contribution to the plan was equal to 2.0% and 3.0%, respectively of each eligible employee's annual salary. The Entity contributed \$15,156 and \$12,502 for the years ended June 30, 2014 and 2013, respectively.

NOTE 10—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 11--SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 10, 2015, which is the date the financial statements were available to be issued.

SCHEDULE I
NAMI New Hampshire
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2014

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	<u>Expenditures</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Received directly from U.S. Treasury Department		
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	
#5U79SMO59181-03		\$ 120,205
#1U79SMO61481-01		<u>185,897</u>
		<u>306,102</u>
 Pass Through Payments from the New Hampshire Division for Children, Youth and Families		
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	
#42103802		<u>193,435</u>
		<u>499,537</u>
 Pass Through Payments from Dartmouth College		
PPHF Geriatric Education Centers	93.969	
#UB4HP19206-04-00		<u>26,625</u>
Total Department of Health and Human Services		<u>526,162</u>
Total Federal Financial Assistance		<u>\$ 526,162</u>

See notes to schedule of expenditures of federal awards

NAMI NEW HAMPSHIRE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2014

NOTE 1--GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of NAMI New Hampshire. The Entity's reporting entity is defined in Note 1 to the Entity's financial statements. All federal financial assistance passed through other governmental agencies is included in this schedule.

NOTE 2--BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to the Entity's financial statements.

NOTE 3--SUBRECIPIENT AWARDS

Certain funds are passed through to subrecipient entities by the Entity. Expenditures incurred by the subrecipients and reimbursed by the Entity are presented in the Schedule of Expenditures of Federal Awards. During the year ended June 30, 2014, the Entity recognized federal expenditures of \$65,505 incurred by subrecipients of the Substance Abuse and Mental Health Services – Projects of Regional and National Significant grant (CDFA #93.243).

NOTE 4--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards is included in fees and grants from governmental agencies.

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

Independent Auditor's Report

To the Board of Directors
NAMI New Hampshire

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of NAMI New Hampshire (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, and cash flows for the year ended, and the related notes to the financial statements, and have issued our report thereon dated January 10, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered NAMI New Hampshire's internal control over financial reporting (internal control) to determine the 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 NAMI New Hampshire's internal control. Accordingly, we do not express an opinion on the effectiveness of NAMI New Hampshire's internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink that reads "Vachan Chubay & Company PC". The signature is written in a cursive, flowing style.

Manchester, New Hampshire
January 10, 2015

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

Independent Auditor's Report

To the Board of Directors
NAMI New Hampshire

Report on Compliance for Each Major Federal Program

We have audited NAMI New Hampshire's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on NAMI New Hampshire's major federal program for the year ended June 30, 2014. NAMI New Hampshire's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for NAMI New Hampshire's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about NAMI New Hampshire's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of NAMI New Hampshire's compliance.

Opinion on Each Major Federal Program

In our opinion, NAMI New Hampshire complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of NAMI New Hampshire is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered NAMI New Hampshire's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of NAMI New Hampshire's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Vachon Chubb & Company PC". The signature is written in black ink and is positioned above the printed name and date.

Manchester, New Hampshire
January 10, 2015

**NAMI New Hampshire
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014**

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified
 Internal control over financial reporting:
 Material weakness(es) identified? _____yes X no
 Significant deficiency(ies) identified
 not considered to be material weaknesses? _____yes X none reported
 Noncompliance material to financial statements noted? _____yes X no

Federal Awards

Internal Control over major programs:
 Material weakness(es) identified? _____yes X no
 Significant deficiency(ies) identified
 not considered to be material weaknesses? _____yes X none reported

Type of auditor's report issued on compliance
 for major programs: Unmodified
 Any audit findings disclosed that are required
 to be reported in accordance with
 Circular A-133, Section .510(a)? _____yes X no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.243	Substance Abuse and Mental Health Services - Projects of Regional and National Significance

Dollar threshold used to distinguish
 between Type A and Type B program: \$ 300,000 .
 Auditee qualified as low-risk auditee? _____yes X no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III—Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under OMB Circular A-133 .510(a).

NAMI NH Board of Directors 2014-2015

NAME	BOARD POSITION
Chet Batchelder	Treasurer
Frances Belcher	Member
John Bunker	Member
Ann Butenhof	Member
David Canedy	2 nd Vice President
Steven Cauble	Member
Richard Chevréfiles	1 st Vice President
Victoria Gonzalez	Member
Doug Grant	Member
Michele Grennon	President
Suellen Griffin	Member
Sheila Johnson	Member
Leanna Kirk	Member
Linda Paquette	Secretary
Karen Privé	Member
Ron White	Member
Richard Wilson	Member

KENNETH NORTON

EDUCATION:

UNIVERSITY OF CONNECTICUT, Hartford, CT
MSW, December 1985, Casework Major, Groupwork Minor

UNIVERSITY OF MAINE, Orono, ME
BA, May 1980, Philosophy and Sociology - with High Distinction
BSW in Social Welfare from the Council On Social Work Education (CSWE)

CERTIFICATIONS:

NEW HAMPSHIRE BOARD OF MENTAL HEALTH PRACTICE
LICSW – Licensed Independent Clinical Social Worker, November 1995

ACADEMY OF CERTIFIED SOCIAL WORKERS
ACSW December 1987, Silver Springs, MD

EYE MOVEMENT DESENSITIZATION REPROCESSING (EMDR)
Specialized Trauma Treatment. Trained in Level I EMDR, Nov. 2000

WORK:

EXPERIENCE:

EXECUTIVE DIRECTOR

National Alliance On Mental Illness, NAMI NH, Concord NH
Statewide organization dedicated to improving the lives of those impacted by mental illness and Connect Suicide Prevention Program. Responsible for all aspects of the organization including financial, personnel, program development and implementation, public policy, advocacy, grant writing and fundraising. Reports to the Board of Directors. May 2011-present.

DIRECTOR CONNECT SUICIDE PREVENTION PROGRAM

National Alliance On Mental Illness, NAMI NH, Concord, NH
Responsible for development and implementation of the Connect Suicide Prevention Project including program design, community organization, and developing statewide protocols for responding to suicide incidents. Other duties involve grant writing, marketing, conducting trainings, providing technical assistance to military, communities, coalitions and key stakeholders. Serve as a member of NH Suicide Prevention Council which oversees implementation the NH Suicide Prevention State Plan. January 2003 – May 2011.

DIRECTOR OF DEVELOPMENT

Familystrength, Concord, NH
Duties included fund-raising, grant writing, board development, marketing, public relations and publishing newsletter. Other responsibilities included participation on agency management team and program development. March 1999 - January 2003.

DIRECTOR OF SUPPORT SERVICES/DIRECTOR OF ADULT SERVICES

Genesis The Counseling Group, Laconia, NH
Senior management position involving complete administrative and clinical responsibility for seven programs with a combined thirty five full time staff. Programs included residential, vocational, case management/outreach and office based treatment modalities. Responsibilities included establish and monitor program goals, develop and implement policy and procedures, oversee budget and personnel issues. Also supervised regional 24/7 psychiatric emergency services program covering Belknap and Southern Grafton County. July 1997- March 1999.

COMISSIONS & COMMITTEES:

GOVERNOR'S COMMISSION ON MEDICAID MANAGED CARE:

Appointed position on twelve member commission to review and advise the Governor on the implementation of Medicaid Managed Care in New Hampshire. April 2012- present

STEERING COMMITTEE MEMBER

National Suicide Prevention Lifeline, Mental Health Association of New York City
Steering Committee members provide the Lifeline's primary administrators with expert guidance on the issues that affect the network. Members provide recommendations and advice that support

the Lifeline's mission and work to enhance its capacity to serve persons throughout the US who potentially could be suicidal. October 2008- present

NATIONAL ACTION ALLIANCE FOR SUICIDE PREVENTION:

Member of the Military and Veteran subcommittee, Survivor of Suicide Loss Committee and Sustainability Committee examining and making recommendations for implementation of the National Strategy For Suicide Prevention November 2011- present

**VOLUNTEER
EXPERIENCE:**

CONCORD HOSPITAL MEDICAL ETHICS COMMITTEE

Community member of a multidisciplinary hospital ethics committee reviewing policies and procedures as well as individuals case reviews to offer guidance and recommendations December 2011- present

WINNIPESAUKEE RIVER TRAIL ASSOCIATION

Member of a small steering committee that has secured over \$700,000 in funding for a Multi-use rail to trail that parallels the Winnepesaukee River. Assisted with community organization, landowner negotiations, publicity, special events, grants and fund-raising. October 1998- present

FOUNDER.

Friends of the Winnepesaukee River, Tilton, NH.

Established environmental advocacy group for the Winnepesaukee River Watershed.

Responsibilities include: community organizing, writing press releases, lobbying at state and local levels, attending public hearings organizing events etc. December 1987 – present.

FOSTER PARENT.

New Hampshire Division of Children Youth and Families, Laconia, NH

Licensed Foster Home. October 1997- July 2008.

BOARD OF DIRECTORS.

New Beginnings – A Woman's Crisis Center, Laconia, NH.

Member of the organizational steering committee, and Board of Directors for agency serving victims of domestic violence and sexual assault in Belknap County. Duties included grant writing, membership development, writing press releases, fund raising, and policy development, served as Board Vice Chair. December 1990- April 2001.

AWARDS:

LEADERSHIP AWARD: NH Psychiatric Society

For Leadership in service to people with mental illness May 2014

SOCIAL WORKER OF THE YEAR: National Association of Social Workers NH Chapter

For significant contributions to the profession and society. March 2009

COIN OF EXCELLENCE: NH National Guard Adjutant General Major Gen. Kenneth Clark

Presented for technical assistance and consultation in development of NH National Guard Suicide Prevention Program February 2009

CASE MANAGER OF THE YEAR - NAMI NH National Alliance For The Mentally Ill.

For outstanding services and advocacy for individuals with mental illness and their families. October 1991

SENIOR SKULL HONOR SOCIETY – University of Maine for outstanding leadership, scholarship and exemplary citizenship 1979.

REFERENCES:

Available upon request.

Mark Meister

Objective

My objective is to obtain a position as a program manager where I can utilize my knowledge and experience in special education along with my passion to help serve children and/or youth severe emotional disturbances.

Experience

Children & Youth Program Manager, May 2015-Present

NAMI New Hampshire, Concord, NH

- Coordinate and promote training and educational programs for children, youth and their families/caregivers
- Serve as the liaison/spokesperson between NAMI NH and other organizations concerned with services to the SED population and promotes the NAMI NH brand in all venues.
- Advocate on behalf of “young families” at local, regional and state levels by actively participating on various committees and testify at hearings
- Supervise the collection and organization of statistical data for the benefit of program quality improvement; grants and contract requirements; and assures required reports are timely and accurate.
- Responsible for budgetary and administrative duties related to programs
- Supervise staff of three support specialists

Math/Special Education Teacher, December 2013 – December 2014

Contoocook School, Contoocook, NH

- Work to create successful educational experiences for at-risk students
- Teach math classes to emotionally handicapped middle/high school students
- Design special remedial programs to meet students’ individual needs
- Provide ongoing math assessments
- Write Math goals/notes for IEPs and Progress Reports
- Provide case management for students with emotional disturbances

Special Education Teacher, May 2013 –Present

New Hampshire Department of Corrections, Concord, NH

- Design and implement a program for achieving high school equivalency at state’s transitional housing units and halfway houses
- Coordinate classes and schedules at multiple teaching sites
- Review clients’ education records to determine placement
- Review assessment testing and develop individualized study plans
- Coordinate GED testing for students in NH state prison transitional units

English/Special Education Teacher, August 2008 – May 2013

Contoocook School, Contoocook, NH

- Work to create successful educational experiences for at-risk students
- Teach Language Arts classes to emotionally handicapped middle/high school students
- Design special remedial programs to meet students' individual needs
- Create unique experiential learning experiences
- Provide ongoing reading assessments and progress charting
- Write Language Arts and Reading goals/notes for IEPs and Progress Reports

English Teacher, September 2007 - June 2008

Concord Christian Academy, Concord, NH

- Taught Literature & Writing Composition to 7th and 8th graders
- Organized cooperative learning activities
- Incorporated new texts into standard curriculum
- Tutored students seeking additional guidance with course work
- Assessed student performance throughout the term
- Conducted individual student conferences

Para Educator, January 2007-June 2007

Contoocook School, Contoocook, NH

- Worked one on one with emotionally handicapped student
- Helped students focus on work and complete assignments
- Offered positive behavioral interventions
- Learned strategies to effectively teach and manage emotionally handicapped students
- Modified assignments to meet individual student's needs

Reading Teacher, 2005-2006

Molangane School, Eikenhof, South Africa

- Taught phonics and reading to a diverse group of students
- Implemented curricula utilizing outcome-based education & alternative assessments
- Wrote and taught dynamic lesson plans
- Tutored students after school and chaperoned field trips.

Woodlawn Kennel, 1991-2006

Owner and Operator

- Performed all aspects of running small business
- Hired and trained staff
- Planned promotions and advertising
- Completed all payroll, banking, billing and receiving tasks

Special Trainings and Classes

SERESC Positive Behavioral Interventions and Supports, Spring 2012
NHASEA Case Management Academy, January 2012
Charlie Appelstein's There's No Such Thing as a Bad Kid, May 2012
Presented Adverse Childhood Experiences at NFI North Conference, September 2012
NH Children's Trust Unsung Hero Award, February 2011
SAMSHA Demystifying Trauma, September 2011
Presented *The Power of a Positive Approach* workshop at NFI North Annual Conference
September 2011
Behavior Modification, March 2009
Innovative Interventions, September 2008
Crisis Prevention and Intervention, April 2007

License

NH # 87404 General Special Education and English (5-12)

Education

B.A., English, 2005
University of South Carolina, Columbia, SC
M Ed. Special Education 2012
New England College, Henniker NH

Laurie Foster

Personal Statement

Strong communicator that is compassionate with a proven ability to respect confidentiality of families and caregivers of children and adolescents with serious emotional disorders. Well versed with working collaboratively with teachers to implement lesson plans. Passionate about implementing a system of care for children and adolescents with mental health challenges.

Achievements

Founding Board member for Granite Pathways, a peer support community in Manchester, NH that provides hope, dignity and support to adults with mental illness. Granite Pathways was created to empower and support adults with mental illness to pursue their personal goals through education, employment and stable housing. Started the Rochester Parents Meeting the Challenge support group and educational program through NAMI NH.

Experience

National Alliance on Mental Illness, Concord NH

May 2014 – Present

Family and Community Support Specialist

- Provide one to one support to families/primary caregivers of children and/or adolescents with serious emotional disturbance (SED) and SED interagency;
- Demonstrate a commitment to the system of care values and guiding principle;
- Assess the readiness of community and establish Parents Meeting the Challenge Support Groups;
- Deliver Parents Meeting the Challenge Education Program (implementation, marketing and training) one per year;
- Identify, recruit family leadership candidates and connect them with a Family Leadership Training Program;
- Recruit, provide or ensure training/orientation and support to family leaders in a role of their choice;
- Work to eliminate stigma and end discrimination regarding mental health for all individuals and their families;
- Serves on work groups, advisory councils and committees as assigned
- Effectively outreach and promote NAMI NH support, education , leadership programs, and public policy advocacy

Woodman Park School, Dover, NH

September 2002 to May 2014

Paraeducator

- Conducted small group and individual classroom activities based on differentiated learning needs.
- Provided observations, feedback and opinions to teachers regarding progress toward the student's Individual Education Plan goals.

National Alliance on Mental Illness, Concord, NH

December 2004 to September 2012

Volunteer Visions for Tomorrow Teacher

- Educated families about mental illness and provided community resource information.
- Trained family members with communication skills to use with their children.

Volunteer Support Group Facilitator

March 2004 to September 2012

- Facilitated support group for families whose children have a mental illness.
- Assisted families in finding community supports

Education

Granite State College, Rochester, NH

Associate of Science: Early Childhood Education

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 throughout 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 psychologists 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, NH
Coordinated all presentations held in 6 regions
- System of Care Planning Grant April 2012 to August 2012
Parent Liaison
Concord, NH held family focus groups to present draft of the Children's Behavioral health plan and helped in preparing report.

Education

Dover High School
High School Diploma
Dover, N H

Patrick A. Roberts

EDUCATION

Counseling M.Ed. University of New Hampshire, Durham, NH, May 2007 to May 2009

- Overall GPA 3.83/4.0
- **Relevant coursework:** Theory and Practice of Counseling, Psychology of Career and Personal Development, Group Counseling, Psychological Disorders – Human Development, Society and Culture in Counseling

Justice Studies M.A. University of New Hampshire, Durham, NH, January 2005 to September 2006

- Overall GPA 3.90/4.0
- **Relevant coursework:** Violence in the Family, Children & the Law, Organizational Leadership, Evaluation of Social Programs, Quantitative Research Methods

Psychology and Justice Studies B.A. University of New Hampshire, Durham, NH, August 2001 to May 2005

- Overall GPA: 3.42/4.0 Within Major: 3.75/4.0
 - **Relevant coursework:** Behavioral Analysis, Personality Psychology, Abnormal Psychology, Behavior Culture and Contemporary Society.
-

WORK EXPERIENCE

Coordinator of Program Evaluation and Improvement – National Alliance on Mental Illness: New Hampshire, Concord, NH, 2006 - Present

- Collect, enter, analyze, and manage program data
- Provide recommendations for program improvements based on evaluation results
- Develop new evaluation tools
- Ensure compliance with evaluation requirements of grants/contracts
- Conduct extensive literature reviews to support new and existing programs
- Coordinate with outside evaluators to ensure that data collection activities are in compliance with Institutional Review Board requirements
- Participate in state workgroups to improve the capacity of data surveillance systems

Office Assistant – The Office of International Students and Scholars – UNH, Durham, NH, 2003-2006

- Performed general administrative duties i.e., Filing documents, data entry, preparation of correspondence, preparation of event materials, website maintenance, etc.
- Provided information to ensure that students maintained appropriate immigration status
- Assisted with training/supervision of new staff.
- Acted as International Student Orientation Leader for newly arrived international students

Building Manager for Summer Conference Housing, Department of Housing – UNH, Durham, NH, 2005

- Checked guests in and out of summer conference housing
- Prepared/Inspected buildings before check-in and submitted recommendations for cleaning/billing after check-out
- Performed overnight on call duty including nightly rounds of building(s).

Student Intern, JusticeWorks – UNH, Durham, NH, 2004

- Located and reviewed sources/corrected citations for new JusticeWorks publications
 - Maintained meeting minutes from conferences
 - Drafted and revised preliminary reports while incorporating input from various outside experts
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RECENT PUBLICATIONS/PRESENTATIONS

- Author and Presenter: *Introduction to Social Networking Websites and Their Use in Suicide Prevention* – Presented at 2007 Youth Suicide Prevention Assembly Annual Conference, November 2007, Bedford, NH.
- Co-author and Presenter: *18-24 Year Olds in New Hampshire: A High Risk Population* Poster Presentation – Presented at 2007 New Hampshire Endowment for Health Kick-Off Event, October 2007, Concord, NH
- Co-author: *Community Engagement for Stigma Reduction: Promoting Help Seeking Behavior and Suicide Prevention* Presentation – Presented at The National Institute on Mental Health Outreach Partners Annual Meeting, April 2007, Portland, OR.
- Author: *Change in family and peer adverse life circumstances in relation to juvenile firesetting* – Master's Thesis, University of New Hampshire, September 2006, Durham, NH.

AWARDS RECEIVED

- The University of New Hampshire's Movers and Shakers Award for student leaders
- University of New Hampshire Honors Student

COMPUTER & TECHNICAL SKILLS

- **Operating systems:** DOS, Linux, Mac OS 9.x and OS X.x, Windows 3.x, 98, ME, 2000, XP, Vista, 7.
 - **Software:** Adobe Acrobat, Adobe Photoshop, Adobe Illustrator, Banner Student Database, Connectix Virtual PC, Dreamweaver MX, Flash MX, Microsoft Office with specific training in Access, Pinnacle Studio 8, SPSS versions 11 - 14, TMPGEnc, VirtualDub.
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NAMI NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kenneth Norton	Executive Director	\$88,733	0	0
Tammy Murray	Chief Financial Officer	\$76,482	0	0
Mark Meister	Child & Family Program Manager	\$55,120	50%	\$27,560
Patrick Roberts	Coordinator, Program Evaluations and Improvement	\$54,080	.05%	\$2,928