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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

April 24, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend an existing **sole source** contract with National Alliance on Mental Illness (NAMI) New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, to provide family mutual support and suicide prevention services by increasing the price limitation by \$1,085,885 from \$3,075,758 to an amount not to exceed \$4,161,643, and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 88% General Funds, 12% Federal Funds

This **sole source** agreement was originally approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended and approved by the Attorney General's office on November 25, 2015, and subsequently amended on January 18, 2017 (Item #17), and on June 21, 2017 (Item #39A).

Funds are anticipated to be available in the following accounts for State Fiscal Year 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY
MUTUAL SUPPORT SERVICES**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731	Contracts for Program Services	92207012	\$474,999.65	\$0	\$474,999.65
2017	102- 500731	Contracts for Program Services	92207012	\$474,999.35	\$0	\$474,999.35
<i>Subtotal:</i>				\$949,999	\$0	\$949,999

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE
 SERVICES, BALANCE INCENTIVE PROGRAM BIP**

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731	Contracts for Program Services	49053316	\$166,620	0	\$166,620
2017	102- 500731	Contracts for Program Services	49053316	\$83,380	\$0	\$83,380
<i>Subtotal:</i>				\$250,000	\$0	\$250,000

**05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT**

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	563- 500915	Community Based Services	N/A	\$264,408	\$0	\$264,408
<i>Subtotal:</i>				\$264,408	\$0	\$264,408

**05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH,
 BUREAU OF CHILDREN'S BEHAVIORAL HEALTH SYSTEM OF CARE**

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	072- 509073	Grants- Federal	9210210 0	\$44,009	\$0	\$44,009
2018	102- 500731	Contracts for Program Services	9210205 3	\$308,534	\$0	\$308,534
2019	102- 500731	Contracts for Program Services	9210205 3	\$308,534	\$0	\$308,534
<i>Subtotal:</i>				\$661,077	\$0	\$661,077

**05-95-92-922010-4119 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,
 FAMILY MUTUAL SUPPORT SERVICES**

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
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2018	102-500731	Contracts for Program Services	9220411 9	\$475,137	\$0	\$475,137
2019	102-500731	Contracts for Program Services	9220411 9	\$475,137	\$0	\$475,137
2020	102-500731	Contracts for Program Services	9220411 9	\$0	\$477,637	\$477,637
2021	102-500731	Contracts for Program Services	9220411 9	\$0	\$477,637	\$477,637
<i>Subtotal:</i>				\$950,274	\$955,274	\$1,905,548

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,
MENTAL HEALTH BLOCK GRANT**

SFY	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	9223412 0	\$0	\$130,611	\$130,611
<i>Subtotal:</i>				\$0	\$130,611	\$130,611
Grand Total				\$3,075,758	\$1,085,885	\$4,161,643

EXPLANATION

This request is **sole source** because the Contractor has a unique ability to provide family mutual support and suicide prevention services statewide through association with the national NAMI organization.

The purpose of this request is to continue to provide family mutual support and suicide prevention services through support, education and advocacy for people affected by mental illness, and to expand statewide crisis and advocacy trainings for peers.

NAMI New Hampshire provides peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. NAMI New Hampshire also runs a statewide educational and referral warmline for individuals and families that need support navigating the mental health system. They also host an array of trainings on best practices for suicide prevention and post intervention. Additional trainings will be provided for peers around crisis intervention and suicide interventions as well as peer leadership trainings.

Services have been provided for more than 10,000 individuals and families in 2018. This request, if approved, will provide services for no less than 10,500 through June 2021.

As referenced in Exhibit C-1, Paragraph 4 of this contract, this agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and

Executive Council. The Department has exercised two (2) of the four (4) years of this renewal option. This request, if approved, will exercise the remaining two (2) years of renewal.

The Contractor has met the following performance measures/objectives:

- One-on-One support for at least one hundred fifty (150) individuals and families
- Information and Resource provided via in-person, phone, and email for at least one thousand (1,000) individuals, family members, providers, and organizations
- At least ten thousand (10,000) Mental Health resources distributed statewide in English and Spanish
- At least one hundred (100) Next of Kin resource packets will be developed and distributed
- Family education classes and support groups provided to at least six hundred (600) family members
- Peer support groups facilitated at least four (4) times per year
- Educational conference to provide information and resources to more than one hundred and twenty-five (125) people
- Family, peer, and youth leadership trainings offered to develop at least seventy (70) new peer leaders, advocates, teachers, and facilitators
- At least one hundred (100) public education activities offered through on-line, written, and in person presentations and trainings
- At least seven (7) suicide prevention/intervention trainings offered and one (1) postvention training
- Supports for survivors of suicide loss will be offered through at least ten (10) events such as presentations, groups, networks
- One (1) Growing Through training session for up to twenty (20) people will be conducted
- One (1) Activate4 Hope workshop for up to forty (40) will be conducted
- 100% of participants will be provided with a satisfaction survey, and the Contractor will report the results of the survey to the Department.

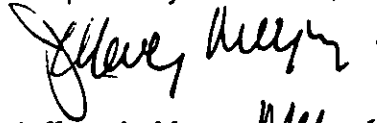
Should the Governor and Executive Council not approve this request, there may not be adequate support services of this nature for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances who are trying to navigate the mental health system. Families and mental health professionals may not have opportunities to participate in training, support group leadership, and advocacy networks that assist them to help prevent suicide, or to help individuals affected by suicide. Consumers of mental health services and their families may not have opportunities for one-to-one and group support in multiple communities across the state.

Area Served: Statewide

Source of Funds: Source of funds: 12% Federal Funds from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Catalog of Federal and Domestic Assistance #93.958, Federal Award Identification Number B09SM010035-19, and 88% General Funds.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,



Jeffrey A. ~~Myers~~ *Myers*
Commissioner



**New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the
Family Mutual Support & Suicide Prevention Services Contract**

This 4th Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #4") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended by an agreement (Amendment #1) approved on November 25, 2015 by the Attorney General, and subsequently amended (Amendment #2) on January 18, 2017 (Item #17) and on June 21, 2017 (Item #39A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

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

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

1. Form P-37, General Provisions, Block 1.6, add Account Number 05-95-92-922010-4120-102-500731.
2. Form P-37, General Provisions, Block 1.7 to read:
3. June 30, 2021.
4. Form P-37, General Provisions, Block 1.8, Price Limitation to read:
5. \$4,161,643.
6. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.

RH

7/25/19



New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services

7. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
8. Add Exhibit A-1 Amendment #4, Additional Scope of Services.
9. Add Exhibit A-2 Amendment #4, NAMI Peer-to-Peer Education.
10. Delete Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.
11. Add Exhibit B-1, Amendment #4, SFY 2020 Family Mutual Support Service Budget.
12. Add Exhibit B-2, Amendment #4, SFY 2021 Family Mutual Support Service Budget.
13. Add Exhibit B-3, Amendment #4, Peer Education Services Budget.
14. Add Exhibit H, Certification Regarding Environmental Tobacco Smoke.
15. Add Exhibit I, Health Insurance Portability Act Business Associate Agreement.
16. Add Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
17. Add Exhibit K, DHHS Information Security Requirements.

RM
4/23/19



New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/26/19
Date

[Signature]
Katja S. Fox
Director

NAMI New Hampshire

4/23/19
Date

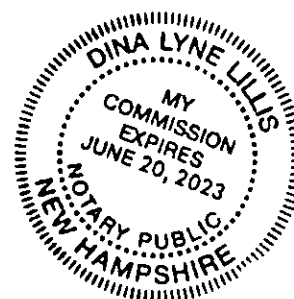
[Signature]
NAME KENNETH NORTON
TITLE EXECUTIVE DIRECTOR

Acknowledgement:

State of New Hampshire, County of Merrimack on 04/23/19, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Dina Lyne Lillis
Name and Title of Notary or Justice of the Peace





New Hampshire Department of Health and Human Services
Family Mutual Support & Suicide Prevention Services

Exhibit A-1 Amendment #4

Additional Scope of Services

1. Provisions Applicable to All Services

- 1.1. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June, 2019, and the Department shall not be liable for any payments for services provided after June, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.
- 1.2. The Contractor shall provide services to individuals at least eighteen (18) years of age and who self-identify as a recipient, former recipient, or potential recipient, of publicly-funded mental health services.

2. Scope of Services

- 2.1. The Contractor shall expand services to include the NAMI Peer-to-Peer Education Program, which will include, but is not limited to:
 - 2.1.1. Engaging two (2) Peer-to-Peer trainers from a neighboring NAMI state chapter to come to New Hampshire and train up to twelve (12) individuals with lived experience to be Peer teachers.
 - 2.1.2. No less than one (1) Peer-to-Peer education class, which must be conducted by the newly trained Peer teachers, in SFY 2020.
 - 2.1.3. Developing a plan for at least one (1) Peer-to-Peer education class annually beyond FY 2020.
- 2.2. The Contractor shall provide peer leadership training to promote the engagement of individuals with lived experience across all levels of the mental health system. Training will focus on crisis response and suicide prevention through the delivery of a Growing Through training workshop and an Activating Hope training and technical assistance curriculum as described in Exhibit A-2 Amendment #4, which must include, but is not limited to:
 - 2.2.1. One (1) Growing Through training with a duration of no less than five (5) days for a maximum of twenty (20) people, including peers and individuals with lived experience.
 - 2.2.2. One (1) Activate Hope workshop with a duration of no less than two (2) days for a maximum of forty (40) people, including peers and individuals with lived experience.

KM

4/23/19



**New Hampshire Department of Health and Human Services
Family Mutual Support & Suicide Prevention Services**

Exhibit A-1 Amendment #4

- 2.2.3. An Advisory Committee to include leaders from the New Hampshire Peer Support Agencies and other selected peer leaders and stakeholders to assist with planning and selecting applicants.
- 2.3. The Contractor shall work with stakeholders to increase awareness about the critical role of peers to facilitate recovery and will promote peer support statewide through marketing efforts. Through a targeted marketing effort, the contractor will:
 - 2.3.1. Create marketing materials that conveys the important role of peer supports, has specific details about peer support services and provides a contact list of resources.
 - 2.3.2. Create and make available awareness materials in both hard copy and electronic formats.
 - 2.3.3. Engage stakeholders to assist with the promotion and distribution of developed awareness materials.
- 2.4. The Contractor shall expand and enhance Connection Recovery Support Groups. Currently, Connection Recovery Support Groups are offered in four (4) communities. The vendor will increase their staff capacity to increase technical assistance consultations to each of the four (4) groups, and shall provide no less than two (2) consultations to each group.



New Hampshire Department of Health and Human Services
Family Mutual Support & Suicide Prevention Services

Exhibit A-2 Amendment #4

NAMI Peer to Peer Education

The NAMI Peer to Peer Education class is an eight-week– two hours per week– education course on the topic of recovery for any person with serious mental illness who is interested in establishing and maintaining wellness. The course uses a combination of lecture, interactive exercises, and structural group processes. The diversity of experience among participants affords a lively dynamic that moves the course along. For specific topics that are covered, see below. Courses are taught by teams of trained mentors/peer-teachers who are themselves experienced at living well with mental illness.

PROGRAM OVERVIEW

- **Class 1 Getting Started – Mental Health and Recovery:** Exploring different viewpoints of mental health and recovery. Creating a personal vision statement.
- **Class 2 The Brain and the Body:** Learning about the relationship between mental health and overall physical health. Understanding the impact of the environment and the brain on mental health conditions. SMART goals.
- **Class 3 Telling My Story:** Sharing personal stories. Exploring the benefits and limitations of mental health diagnoses.
- **Class 4 Strengthening Relationships:** Building connections with others. Improving communication skills.
- **Class 5 Growing Support Networks:** Building a nurturing circle of support.
- **Class 6 Tools for Enhancing Recovery:** Responding to stress effectively. Learning about different types of therapies and medications. Looking more closely at goals.
- **Class 7 My Story, My Strengths:** Understanding personal stories in a new way. Preparing for conversations with mental health providers.
- **Class 8 Moving Forward:** Revisiting personal visions. Planning next steps.

Growing Through is a five-day workshop for peers and individuals with lived experience designed to promote leadership skills and/or to provide peer support to individuals in a suicidal



**New Hampshire Department of Health and Human Services
Family Mutual Support & Suicide Prevention Services**

Exhibit A-2 Amendment #4

crisis in traditional care settings as well as in non-traditional peer supported settings such as a peer respite center, or respite in place. Growing Through focuses on five core competencies:

1. Presence. Being fully present and supportive with one's peer through skilled Use of Self.
2. Gleaning. The goal of Gleaning is to move beyond superficial names for things to understand what another is feeling and thinking, and how these relate to actions, people and events in their world, using compassionate curiosity and positive inhibition.
3. Visioning. Witnessing, fostering and, if desired, co-creating the vision of a positively transformed future. Building the vision of a better future, even if it seems distant, is a key strategy for managing tough times, where people may feel stuck, trapped or hopeless.
4. Weaving. Bringing together resources, including self-care techniques and other people, to create a supportive fabric unique to the individual. Helping to identify, develop and integrate personal coping strategies, self-soothing skills, etc. to diminish the impact and intensity of tough times.
5. Offering. Sharing lived experience, hope and resources can make a difference for others that are growing through times of intensity. When the time and situation are right, offering experience from one's own journey can be truly helpful to another. Knowing how and when to offer is crucial as well.



**New Hampshire Department of Health and Human Services
Family Mutual Support & Suicide Prevention Services**

Exhibit A-2 Amendment #4

Eduardo Vega created the **Activating Hope** curriculum. Some examples of the focus which Eduardo can bring are taken from his www.activatinghope.com website and include:

- How do we actively recruit people with lived experience and avoid problems related to HIPAA, personal confidentiality, etc.?
- How can we include the voice of lived experience more actively in leadership and program design?
- What human resource policies might be adjusted or created to support a workplace wellness culture that is also high performing?
- How do we manage/consider culture change and program design as it relates to professional licensure, peer specialist positions, etc.?
- How can counselors and others share the healing power of lived experience while maintaining excellent listening /therapeutic standards?



**New Hampshire Department of Health and Human Services
Suicide Prevention & Family Mutual Supports**

Exhibit B - Amendment #4

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and Exhibit A-1 Amendment #1, Additional Scope of Services.
2. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, and Exhibit A-1 Amendment #1, Additional Scope of Services, in accordance with Exhibit B-1 Amendment #4 Budget, through Exhibit B-3 Amendment #4.
3. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, and Exhibit A-1 Amendment #1, Additional Scope of Services shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement basis only, for allowable expenses and in accordance with Exhibits B-1 Amendment #4, SFY 2020 Family Mutual Support Services Budget through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1 Amendment #4 Budget, through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget.
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 4, that support evidence of actual expenditures, in accordance with Exhibit B-1 Amendment #4 Family Mutual Support Services Budget, through Exhibit B-3 Amendment #4 NAMI Peer Education Services Budget for the previous month by the tenth (10th) working of the current month.
 - 4.5. The invoices for services outlined in Exhibit B-1 Amendment #4 Family Mutual Support Services Budget, through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget shall be submitted preferably by e-mail on Department approved invoices to:

Tanja Milic, Business Administrator II
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street

RM
Date: 4/23/19



**New Hampshire Department of Health and Human Services
Suicide Prevention & Family Mutual Supports**

Exhibit B - Amendment #4

Concord, NH 03301
Tanja.Milic@dhhs.state.nh.us

- 4.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. A final payment request shall be submitted no later than forty (40) days from the Form P-37, General Provisions, Contract Completion Date, Block 1.7.
6. 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.
7. Notwithstanding Paragraph 18 of the Form P-37, General Provisions, an amendment limited to the transfer of funds within the budgets in Exhibit B-1 Amendment #4 Family Mutual Support Services Budget, through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Amendment #4, SFY 2020
Family Mutual Support Services
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 280,178.00	\$ 33,321.00	\$ 313,499.00	\$ -	\$ -	\$ -	\$ 280,178.00	\$ 33,321.00	\$ 313,499.00
2. Employee Benefits	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00	\$ -	\$ -	\$ -	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00
3. Consultants	\$ 4,500.00	\$ 540.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 540.00	\$ 5,040.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 31,959.00	\$ 3,835.00	\$ 35,794.00	\$ -	\$ -	\$ -	\$ 31,959.00	\$ 3,835.00	\$ 35,794.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 13,013.00	\$ 1,562.00	\$ 14,575.00	\$ -	\$ -	\$ -	\$ 13,013.00	\$ 1,562.00	\$ 14,575.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,250.00	\$ 510.00	\$ 4,760.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ 510.00	\$ 4,760.00
Postage	\$ 852.00	\$ 102.00	\$ 954.00	\$ -	\$ -	\$ -	\$ 852.00	\$ 102.00	\$ 954.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mention):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 438,738.00	\$ 58,967.00	\$ 497,705.00	\$ -	\$ -	\$ -	\$ 438,738.00	\$ 58,967.00	\$ 497,705.00

Indirect As A Percent of Direct

11.9%

Contractor Initials:

KM
Date: 4/23/19

Exhibit B-2 Amendment #4, SFY 2021
Family Mutual Support Services
Budget

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 281,000.00	\$ 33,420.00	\$ 314,420.00	\$ -	\$ -	\$ -	\$ 281,000.00	\$ 33,420.00	\$ 314,420.00
2. Employee Benefits	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00	\$ -	\$ -	\$ -	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00
3. Consultants	\$ 4,500.00	\$ 540.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 540.00	\$ 5,040.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 30,943.00	\$ 3,833.00	\$ 34,776.00	\$ -	\$ -	\$ -	\$ 30,943.00	\$ 3,833.00	\$ 34,776.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 13,100.00	\$ 1,572.00	\$ 14,672.00	\$ -	\$ -	\$ -	\$ 13,100.00	\$ 1,572.00	\$ 14,672.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,250.00	\$ 510.00	\$ 4,760.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ 510.00	\$ 4,760.00
Postage	\$ 852.00	\$ 102.00	\$ 954.00	\$ -	\$ -	\$ -	\$ 852.00	\$ 102.00	\$ 954.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 426,623.00	\$ 81,014.00	\$ 477,637.00	\$ -	\$ -	\$ -	\$ 426,623.00	\$ 81,014.00	\$ 477,637.00

Indirect As A Percent of Direct

12.0%

JMA
7/23/19

Exhibit B-3 Amendment #4
NAMI Peer Education Services Budget

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Peer Education Services

Budget Period: May 1, 2019-September 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 32,765	\$ 3,932	\$ 36,697				\$ 32,765	\$ 3,932	\$ 36,697
2. Employee Benefits	\$ 12,778	\$ 1,533	\$ 14,311				\$ 12,778	\$ 1,533	\$ 14,311
3. Consultants	\$ 26,200	\$ 3,384	\$ 31,584				\$ 26,200	\$ 3,384	\$ 31,584
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational	\$ 41,500	\$ 4,980	\$ 46,480				\$ 41,500	\$ 4,980	\$ 46,480
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 901	\$ 108	\$ 1,009				\$ 901	\$ 108	\$ 1,009
7. Occupancy									
8. Current Expenses									
Telephone	\$ 473	\$ 57	\$ 530				\$ 473	\$ 57	\$ 530
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specify details in narrative)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 116,617	\$ 13,994	\$ 130,611	\$ -	\$ -	\$ -	\$ 116,617	\$ 13,994	\$ 130,611

Indirect As A Percent of Direct

12.0%

Contractor Initials: *KM*
Date: *7/23/19*



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:

Name: KENNETH NORTON
Title: EXECUTIVE DIRECTOR

4/23/19
Date


Contractor Initials 
Date 4/23/19



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.

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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

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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

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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

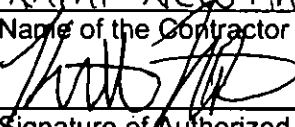
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of 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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

NAMI NEW HAMPSHIRE
Name of the Contractor

Signature of Authorized Representative


Signature of Authorized Representative

Name of Authorized Representative

KENNETH NORTON
Name of Authorized Representative

Title of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

Date

4/23/19
Date



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

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

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

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


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

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

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

Contractor Name:

4/23/19
Date


Name: KENNETH NORTON
Title: EXECUTIVE DIRECTOR

Contractor Initials KN
Date 4/23/19



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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

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

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

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



Exhibit K

DHHS Information Security Requirements

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

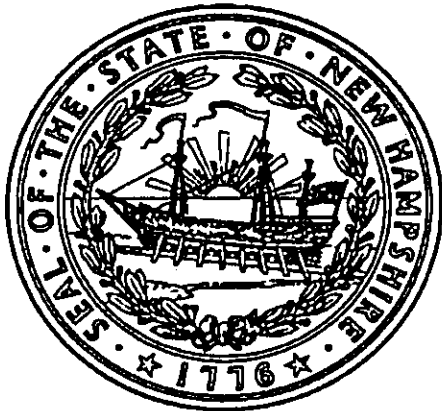
Department of State

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 registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62349

Certificate Number: 0004503089



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Russell S. Conte, 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 APRIL 23 2019:
(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 23rd day of APRIL, 2019.
(Date Contract Signed)

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

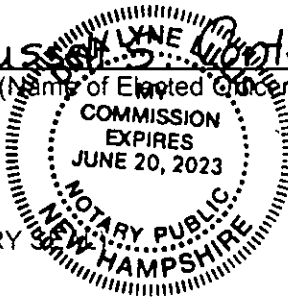
Russell S. Conte
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 23rd day of April, 2019.

By Russell S. Conte
(Name of Elected Officer of the Agency)



(NOTARY

Dinah Lyne Lillis
(Notary Public/Justice of the Peace)

Commission Expires: June 20, 2023



New Hampshire

NAMI NH Mission, Vision and Guiding Values Adopted January 6, 2018

OUR MISSION: NAMI New Hampshire is a grassroots organization working to improve the lives of all people affected by mental illness and suicide through support, education and advocacy.

OUR 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 suicide or co-occurring conditions; and
- Reach their full potential, living in their communities free from discrimination.

GUIDING VALUES:

- **Compassion.** We offer compassion and empathy to all who are affected by mental illness and suicide.
- **Dignity.** We believe everyone deserves to be free from judgment, and strive to foster hope always.
- **Inclusiveness.** We respect people, value the voice of individuals with lived experience, and are committed to equality and diversity.
- **Collaboration.** We are committed to a culture of teamwork and collaboration with diverse partners, working toward shared goals.
- **Integrity.** We believe in openness and transparency, stewarding our resources, and being accountable to the individuals and families we serve, our members, and our funders.

**NAMI NH Board of Director
2018-2019**

NAME	BOARD POSITION
Atkinson, Kate	Member
Brown, Donna	Member
Bunker, John	1 st Vice President
Conte, Russell	Secretary
Cunningham, Ross	Member
Eastman, Chuck	Member
Gardiner, Arthur	Member
Hosmer, Andrew	Member
Janelle, Peter	President
LaFrance, Shawn	1 st Vice President
Moler, Teresa	Member
Norian, Isabel	Member
Richardson, Rose	Treasurer
Sanders, Elizabeth	Member
Trudel, Karen	Member
Wright, Michael	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:

EXECUTIVE DIRECTOR

EXPERIENCE:

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.

COMMISSIONS & 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.

SUSAN L. STEARNS

Mental Health Executive & Development Professional

QUALIFICATIONS

Solid background in non-profit development & administration

Proven leadership skills and advocacy experience

Recognized expert in development and grant writing

Excellent written and oral communicator

Knowledgeable in program development and evaluation

Experienced working with boards and volunteers

Ability to work well with diverse individuals and groups

Certified mediator and victim advocate

Professional educator/trainer

Broad understanding of abuse, poverty, disability and family issues

WORK EXPERIENCE

- 2016- *Deputy Director*, NAMI New Hampshire, Concord.
- 2013-2016 *Director of Philanthropy*, NAMI New Hampshire, Concord.
- 2007-2013 *Director of Development*, Greater Nashua Mental Health Center at Community Council, New Hampshire.
- 2005-2007 *Director of Proposal Development*, Harbor Homes, Inc., Nashua, New Hampshire.
- 2004-2005 *Executive Director*, part-time position, Dress for Success New Hampshire, Concord.
- 2004-2010 *Trainer*, contracted part-time, Guardian *ad Litem* Board, Concord, New Hampshire.
- 2001-2006 *Director*, part-time position, Coalition for Family Law & Mental Health, Disabilities Rights Center, Concord, New Hampshire.
- 2000-2013 *Grant & Marketing Writer*, Independent Contractor.
- 2000-2004 *Grant Writer/Development Associate*, part-time position, New Hampshire Association for the Blind, Concord.
- 1998-2000 *Executive Director*, Whole Village Family Resource Center, Plymouth, NH.
- 1993-1998 *Program Specialist*, New Hampshire Coalition Against Domestic & Sexual Violence, Concord.
- 1988-1993 *Administrative Director*, Task Force Against Domestic & Sexual Violence, Plymouth, New Hampshire.
- 1986-1988 *Assistant Ombudsperson*, Ombuds Office, University of Massachusetts, Amherst.

EDUCATION

- 1986-1987 *Graduate work*. Consulting & Counseling Psychology, School of Education, University of Massachusetts, Amherst.
- 1986 *B.A. in English*. University of Massachusetts, Amherst.

PUBLICATIONS

- 2012 **Medicaid Contracts Raise Questions Galore**, *Concord Monitor*, (with H. Hafez), April 18, <http://www.concordmonitor.com/article/324208/medicaid-contracts-raise-questions-galore>.
- 2009 **Reclaiming Our Future: A Pathway for Treating Co-Occurring Mental Health and Substance Use Disorders in New Hampshire's Adolescents and Young Adults**, National Alliance on Mental Illness – New Hampshire (primary author), www.naminh.org/documents/NAMIREclaimingOurFuture.pdf.
- 2008 **Raising Matthew: A Mother Reflects on Medicating Her Son**, *No Health without Mental Health*, Community Council of Nashua, (reprinted in *Genesis Times*, www.genesisbh.org/pdf/Genesis%20Times%20-%202009.pdf).
- 2008 **Community Council – The Community's Mental Health Center**, Progress Edition, Nashua Telegraph, www.print2webcorp.com/news/Nashua/HealthandEducation/20080304/p28.asp?ad=p28_a4.htm&t=a.
- 2007 **Coming in from the Cold: Creating Solutions to Homelessness for People with Disabilities**, *RAP Sheet: The Latest in Disability Research, Advocacy, Policy, and Practice*, (for P. Kelleher), www.drcnh.org/RapSpring07.pdf.
- 2006 **Guidelines for Parents: Planning for Appropriate Care for your Children**, Coalition for Family Law & Mental Health.
- 2005 **The Struggle for Justice: Seeking Legal Equity for Parents with Mental Illness**, *RAP Sheet: The Latest in Disability Research, Advocacy, Policy, and Practice*, Winter Issue, www.drcnh.org/rapsheetwinter05.pdf.
- 2003 **Best Practice Standards for Adequate Assessment of Parenting Competency**, Coalition for Family Law & Mental Health, www.drcnh.org/ParentalAssessment.pdf.
- 2003 **Pointers for Legal Professionals Regarding Family Law Issues and Parents with Physical or Mental Illness**, Coalition for Family Law & Mental Health, www.drcnh.org/ParentalPointers.pdf.
- 1998 **Stalking: A guide for victims**, New Hampshire Coalition Against Domestic & Sexual Violence.
- 1997 **Sexual Assault, A Legal Handbook for Women in New Hampshire**, New Hampshire Commission on the Status of Women, www.unh.edu/womens-commission/legal-handbook/sexual-assault.html.
- 1994 **Mediation and Domestic Violence: Considerations for Mediators and Battered Women**, *New Hampshire Bar Journal*, Vol. 35, No. 2, p. 32, June.

RECENT PROFESSIONAL ACTIVITIES

Member, Governor's Commission on Disability, appointed by New Hampshire Governor Hassan (since 2016).

Member, Board of Trustees, Taylor Community, Laconia (since 2016).

Member, Justice Involved Veterans Task Force, New Hampshire (since 2013).

Facilitator, Coalition on Mental Health & Justice, Hillsborough County (since 2009).

Member & Past President, Board of Directors, Genesis Behavioral Health, Laconia (2007-2016).

Member, Criminal Justice/Mental Health Work Team,
Commission to Develop a Comprehensive State Mental Health Plan, Concord (2007-2008).

Member, Task Force on Family Law, appointed by New Hampshire Governor Shaheen (2002-2004).

Bernadette P. Seifert

Licensing/Certifications:

- Licensed Clinical Social Worker, *State of NH, #228, (1988 to present)*
- Academy of Certified Social Workers, *(1987 to present)*

Education:

- Masters in Social Work, *1984, Boston University, Boston, MA (Concentration: Casework, Sub-concentration: Aging)*
- BA, Social Welfare, *1980, University of Southern Maine, Portland, ME*

Professional Experience:

Director of Adult Programs, 2017 to present, and Coordinator of Older Adult Programs, 2008 to 2017, NAMI NH, NAMI NH, Concord, NH

- Oversee programs that provide support, education and advocacy for individuals and their families who are affected by mental health issues.
- Develop and implement the NAMI NH Side by Side for Independent Living Program

Geriatric Mental Health Training Coordinator, February 2008 to present, Northern New England Geriatric Education Center at Dartmouth Medical School, Lebanon, NH

- Plan and develop educational programs throughout New Hampshire and eastern Vermont through the NNE Geriatric Education Center
- Lead support groups for family caregivers of individuals with Alzheimer's and other related dementias.
- Participate in a Geriatric Workforce Enhancement Program team (2015 to present) that provides support and education on geriatric best practices to primary care teams in New Hampshire, Vermont and Maine.

Lead Community Liaison – Seniors Count, 2003 to 2008, Easter Seals NH- Senior Services, Manchester, NH

- Provided outreach and clinical case management to older adults in Manchester community
- Assisted in development and management of Seniors Count Community Collaboration project.
- Supervised Seniors Count Social Service team

Consultant - Older Adult Services, 2000 to 2003, NH Division of Behavioral Health, Concord, NH

- Provided ongoing consultation and support in various initiatives regarding older adult mental health services on a statewide basis

Director of Bedford Counseling Services, 1995 to 2000

Director of Senior Services, 1985 to 2000, The Mental Health Center of Greater Manchester, Manchester, NH

- Managed outpatient psychiatric service program for older adults through 2000, and brief treatment of outpatient adults of all ages
- Provided direct clinical services, including assessment, treatment planning, and individual and group psychotherapy
- Provided clinical and administrative supervision to clinical staff and Master's level interns

Bernadette P. Seifert – Resume

Page 2

- In addition to managing Senior Services Program 1985 to 2000, also managed 2 other clinical programs within the agency from 1995 to 2000 (Bedford Counseling Associates and Medication Services)

Social Work Consultant, 1984 to 1985, New Hampshire Hospital, Concord, NH

- Provided assessment, treatment and discharge planning on a psychiatric hospital continuing care unit
- Supervised 2 Mental Health Workers

Social Services Coordinator, 1982 to 1984, Patricia White Elderly Housing, Brighton, MA

- Provided information & referral, advocacy, crisis intervention and counseling in 250 unit public elder housing development
- Assisted in the grant writing for annual funding for the program

Social Worker / Activities Director, 1980 to 1982, Tara Nursing Home, Dorchester, MA

- Provided counseling and patient advocacy for residents
- Presented social service educational programs for staff
- Planned and implemented recreational and educational activities in nursing home

Internship Experiences:

- **Geriatric Social Work Intern, September 1983 to May 1984** St. Elizabeth's Hospital, Brighton, MA
- **Social Work Intern, (Advanced Field Placement) June to Dec. 1979,** High Street Resource Center, Portland, ME
- **Elder Advocate, September 1978 to June 1979,** So. Maine Senior Citizens Council, Portland, ME

Instructor Experience:

Presentations on topics related to mental health to various groups throughout New Hampshire – 2008 to present

- Presentations to family members and caregivers: Side by Side for Independent Living (a 6-session series offered through NAMI NH)
- Presentations to various professional groups. Topics include: *Depression and Older Adults; Substance Abuse and Misuse in Older Adults; Understanding Dementia; Suicide Prevention; Caregiver Issues; Elder Abuse; Mental Health Issues in Older Adults, etc.*)
- Trainer for NH Police Standards Council on mental health topics, as well as for the Connect Suicide Prevention Program and CALM (Counseling on Access to Lethal Means)

Committees/Coalitions:

- National Association of Social Workers – NH Chapter, (1986 to present)
 - NASW-NH Board Member (2007 to 2017)
 - NASW-NH Board President (2015 to 2017)
 - "Social Worker of the Year" Award – 1996 – NASW- NH Chapter
- NH Coalition on Substance Abuse, Mental Health and Aging (1999 to present; Chairperson 2010 to present)
- NH Coalition on Caring, (2010 to present)
- NH Elderly and Incapacitated Adult Fatality Review Committee - NH Attorney General's Office, (2011 to present)

TAMMY E. MURRAY, CIA

SUMMARY: Expertise in accounting systems development, fiscal management, financial reporting and strategic planning. Proven record of developing and implementing financial and operational controls that improve P&L performance. Successful track record in building strong organizational cultures, identifying business opportunities, and delivering positive results. Known for ability to conceptualize and successfully implement human resource systems for sustained business growth. Core competencies include:

Financial and strategic planning	Cash flow management
Auditing and compliance	Employee relations
Budget development and management	Business process improvement
Federal grant management	Numerous accounting software programs

PROFESSIONAL EXPERIENCE:

Chief Financial Officer

NAMI New Hampshire, Concord, New Hampshire

- Integral member of senior management team leading complex nonprofit organization with multiple funding sources including federal and state contracts and an affiliated structure with diverse program areas delivered nationally.
- Developed and utilized forward-looking, predictive models and activity-based financial analyses to provide insight into the organization's operations and business plans while managing organizational risk.
- Reorganized accounting functions, investigated and implemented sophisticated fund accounting software, and achieved balance sheet creditability through proper accounting policies and procedures.
- Implemented controls for A/P, A/R and G/L, ensuring accuracy, consistency and compliance with all funders requirements including the Office of Management and Budget Uniform Administrative requirements, cost principles and audit requirement for federal awards.
- Achieved unqualified audit opinions, with no material weaknesses or deficiencies during entire tenure of position.
- Developed a financial measurement standard and developed system to monitor performance against goals including budgeting, forecasting and business models.
- Engaged finance committee in investment, and asset management, growing activities by \$1M.
- Secured line of credit to meet short term cash flow deficiencies.
- Created the organizations first financial and human resources policies and procedures manuals.
- Led and executed real estate acquisitions and renovations of organization's two facilities, reducing overhead expenses and enhancing organization's visibility.
- Developed and administered employee benefits including 403(b) plans for all employees.
- Identified IT system upgrade requirements to accommodate expanding growth, and compliance.

RELEVANT PRIOR EXPERIENCE:

Field Operations Manager

OfficeMax, Incorporated, Cleveland, Ohio.

Senior Internal Auditor

OfficeMax, Incorporated, Cleveland, Ohio.

Collection Services Manager

Balfour Company, Attleboro, Massachusetts.

Senior Auditor/Accountant

Balfour Company, Attleboro, Massachusetts.

Office Manager

C. Fisher Manufacturing, Smithfield, Rhode Island.

Staff Accountant

The Jan Companies, Cranston, Rhode Island.

EDUCATION & PROFESSIONAL DESIGNATION:

*BRYANT UNIVERSITY, Bachelor of Science in Business Administration
Major: Accounting*

Certified Internal Auditor Designation, Institute of Internal Auditors

Member, The Institute of Internal Auditors North America

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kenneth Norton	Executive Director	\$102,000	0%	\$0
Susan Stearns	Deputy Executive Director	\$89,500	5%	\$4,475
Bernadette Seifert	Director of Adult Services	\$62,000	100%	\$62,000
Tammy Murray	Chief Financial Officer	\$89,500	0%	\$0

39A
maw



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhbs.nh.gov

June 8, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend an existing sole source contract agreement with NAMI (National Alliance on Mental Illness) New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, by increasing the price limitation by \$1,611,351.00 from \$1,464,407.00 to an amount not to exceed \$3,075,758.00, to provide family mutual support and suicide prevention services and extend the Completion Date from June 30, 2017 to June 30, 2019, effective upon date of Governor and Executive Council approval. This sole source agreement was originally approved by Governor and Council on August 5, 2015, Item #28, and amended (Amendment #1) and approved by the Attorney General's office on November 25, 2015, and subsequently amended on January 18, 2017, Item #17. 100% General Funds.

Funds are available in the following accounts for State Fiscal Year 2018 and SFY 2019, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102-500731	Contracts for Program Services	92207012	\$474,999.65	0	\$474,999.65
2017	102-500731	Contracts for Program Services	92207012	\$474,999.35	0	\$474,999.35
			Subtotal:	\$949,999.00		\$949,999.00

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731	Contracts for Program Services	49053316	\$166,620.00	0	\$166,620.00
2017	102- 500731	Contracts for Program Services	49053316	\$83,380.00	0	\$83,380.00
			Subtotal:	\$250,000.00		\$250,000.00

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	563- 500915	Community Based Services		\$264,408.00	0	\$264,408.00
			Subtotal:	\$264,408.00		\$264,408.00

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, BUREAU OF CHILDREN'S BEHAVIORAL HEALTH SYSTEM OF CARE

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	072- 509073	Grants- Federal	92102100	0	\$44,009.00	\$44,009.00
2018	102- 500731	Contracts for Program Services	92102053	0	\$308,534.00	\$308,534.00
2019	102- 500731	Contracts for Program Services	92102053	0	\$308,534.00	\$308,534.00
			Subtotal:	0	\$661,077.00	\$661,077.00

05-95-92-922010-4119 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102- 500731	Contracts for Program Services	92204119	0	\$475,137.00	\$475,137.00
2019	102- 500731	Contracts for Program Services	92204119		475,137.00	475,137.00
			Subtotal:		\$950,274.00	\$950,274.00
			Total	\$1,464,407	\$1,611,351.00	\$3,075,758.00

EXPLANATION

This request is **sole source** because this vendor is uniquely positioned to have the ability to provide family mutual support and suicide prevention services across the State. The vendor has provided exceptional services for the Department on a statewide level since 2013. The purpose of this request is to exercise two (2) years of the four (4) year renewal option to have the vendor continue to provide family mutual support and suicide prevention services through support, education and advocacy for people affected by mental illness.

NAMI New Hampshire has provided family mutual support and suicide prevention services by conducting one-to-one support for families and mental health consumers across the life span, as well as support groups in multiple communities across the State. This includes families that have experienced mental illness, but are not in the mental health system; families who have experienced mental illness but are having difficulty accessing services; and families who have experienced a suicide as a result of mental illness. The contractor provides all of these supports, which are not currently available through community mental health centers. Additionally, this contract provides training to lay persons in order to identify and connect to available resources for suicide prevention, which benefits individuals who are at risk of suicide and have not reached out for help.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request there may not be adequate support services of this nature for families of individuals with severe and persistent mental illness or for parents and families of children with serious emotional disturbances who are trying to navigate the mental health system. Further, families and professionals may not have the opportunities to participate in training, support group leadership, and advocacy networks that assist them with how to help prevent suicide or help individuals affected by suicide. Also, consumers of mental health services and their families may have fewer opportunities for one-to-one and group support in multiple communities across the state.

As referenced in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Division is exercising two (2) of the four (4) years of this renewal option.

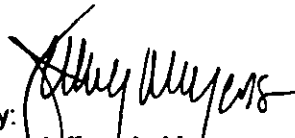
Area Served: Statewide

Source of Funds: 100% General.

Respectfully submitted,



Katja S. Fox
Director

Approved by: 
Jeffrey A. Myers
Commissioner

**New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Family Mutual Support & Suicide Prevention Services Contract**

This 3rd Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #3") dated this 2nd day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended by an agreement (Amendment #1) approved on November 25, 2015 by the Attorney General, and subsequently amended (Amendment #2) on January 18, 2017 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, add budget line items, and modify the scope of services; and

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

1. Amend Form P-37, General Provisions, Block 1.6, to add Account Numbers 05-95-92-922010-4119-102-500731 and 05-95-92-921010-2053-102-500731 and 05-95-92-921010-2053-072-509073.
2. Amend Form P-37, General Provisions, Block 1.7 to read, June 30, 2019.
3. Amend Form P-37, General Provisions, Block 1.8, to increase the Price Limitation by \$1,611,351.00 from \$1,464,407.00 to read: \$3,075,758.00.
4. Amend Form P-37, General Provisions, Block 1.9 Contracting Officer for State Agency, to read, Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read, 603-271-9246.
6. Delete Exhibit A, Section 2.2, in its entirety.

New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services



7. Delete Exhibit A, Section 5.7, in its entirety.
8. Delete Exhibit B, Section 2, in its entirety.
9. Amend Exhibit B, Section 5.5, to read:

The invoices for services outlined in Exhibit B-1 Budget, through Exhibit B-11 Budget, shall be submitted preferably by e-mail on Department approved invoices to:

Tanja Milic, Business Administrator II
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord NH 03301
Tanja.Milic@dhhs.nh.gov

10. Add:

Exhibit B-8 Budget, Amendment #3, Family Mutual Support Services, SFY 2018.

11. Add:

Exhibit B-9 Budget, Amendment #3, System of Care, SFY 2018.

12. Add:

Exhibit B-10 Budget, Amendment #3, Family Mutual Support Services, SFY 2019.

13. Add:

Exhibit B-11 Budget, Amendment #3, System of Care, SFY 2019.



**New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

6/7/17
Date

State of New Hampshire
Department of Health and Human Services

Jeffrey A. Meyers
Jeffrey A. Meyers
Commissioner

6/5/17
Date

NAMI NH

[Signature]
NAME
TITLE Executive Director

Acknowledgement:

State of NEW HAMPSHIRE County of MERRIMACK on JUNE 5, 2017
before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace
**DIANE GEDNEY, Notary Public
My Commission Expires July 10, 2018**

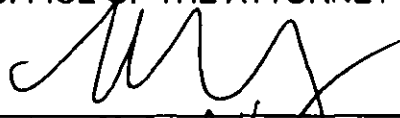


New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services

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

OFFICE OF THE ATTORNEY GENERAL

Date 6/2/17


Name: Megan A. Kelly
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Exhibit B-8 Budget
Amendment #3

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 277,678.00	\$ 33,321.00	\$ 310,999.00	\$ -	\$ -	\$ -	\$ 277,678.00	\$ 33,321.00	\$ 310,999.00
2. Employee Benefits	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00	\$ -	\$ -	\$ -	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00
3. Consultants	\$ 4,500.00	\$ 540.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 540.00	\$ 5,040.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 31,959.00	\$ 3,835.00	\$ 35,794.00	\$ -	\$ -	\$ -	\$ 31,959.00	\$ 3,835.00	\$ 35,794.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 13,013.00	\$ 1,562.00	\$ 14,575.00	\$ -	\$ -	\$ -	\$ 13,013.00	\$ 1,562.00	\$ 14,575.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,250.00	\$ 510.00	\$ 4,760.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ 510.00	\$ 4,760.00
Postage	\$ 852.00	\$ 102.00	\$ 954.00	\$ -	\$ -	\$ -	\$ 852.00	\$ 102.00	\$ 954.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 424,230.00	\$ 50,907.00	\$ 475,137.00	\$ -	\$ -	\$ -	\$ 424,230.00	\$ 50,907.00	\$ 475,137.00

Indirect As A Percent of Direct 12.0%

Contractor Initials:

RM
Date: 6/8/17

Exhibit B-9 Budget
Amendment #3

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: System of Care

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 207,169.87	\$ 24,860.38	\$ 232,030.25				\$ 207,169.87	\$ 24,860.38	\$ 232,030.25
2. Employee Benefits	\$ 59,837.23	\$ 7,180.47	\$ 67,017.70				\$ 59,837.23	\$ 7,180.47	\$ 67,017.70
3. Consultants	\$ -	\$ -	\$ -						\$ -
4. Equipment:	\$ -	\$ -	\$ -						\$ -
Rental	\$ -	\$ -	\$ -						\$ -
Repair and Maintenance	\$ -	\$ -	\$ -						\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -						\$ -
5. Supplies:	\$ 10,983.00	\$ 1,318.45	\$ 12,301.45				\$ 10,983.00	\$ 1,318.45	\$ 12,301.45
Educational	\$ -	\$ -	\$ -						\$ -
Lab	\$ -	\$ -	\$ -						\$ -
Pharmacy	\$ -	\$ -	\$ -						\$ -
Medical	\$ -	\$ -	\$ -						\$ -
Office	\$ -	\$ -	\$ -						\$ -
6. Travel	\$ 27,000.00	\$ 3,240.00	\$ 30,240.00				\$ 27,000.00	\$ 3,240.00	\$ 30,240.00
7. Occupancy	\$ -	\$ -	\$ -						\$ -
8. Current Expenses	\$ -	\$ -	\$ -						\$ -
Telephone	\$ 3,780.00	\$ 453.60	\$ 4,233.60				\$ 3,780.00	\$ 453.60	\$ 4,233.60
Postage	\$ -	\$ -	\$ -						\$ -
Subscriptions	\$ -	\$ -	\$ -						\$ -
Audit and Legal	\$ -	\$ -	\$ -						\$ -
Insurance	\$ -	\$ -	\$ -						\$ -
Board Expenses	\$ -	\$ -	\$ -						\$ -
9. Software	\$ 6,000.00	\$ 720.00	\$ 6,720.00				\$ 6,000.00	\$ 720.00	\$ 6,720.00
10. Marketing/Communications	\$ -	\$ -	\$ -						\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -						\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -						\$ -
13. Other (specific detail mandatory):	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -						\$ -
TOTAL	\$ 314,770.10	\$ 37,772.90	\$ 352,543.00				\$ 314,770.10	\$ 37,772.90	\$ 352,543.00

Indirect As A Percent of Direct

12.0%

Contractor Initials: *RM*

Date: *6/5/17*

Exhibit B-10 Budget
Amendment #3

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2018-June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH's contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 278,500.00	\$ 33,420.00	\$ 311,920.00	\$ -	\$ -	\$ -	\$ 278,500.00	\$ 33,420.00	\$ 311,920.00
2. Employee Benefits	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00	\$ -	\$ -	\$ -	\$ 91,978.00	\$ 11,037.00	\$ 103,015.00
3. Consultants	\$ 4,500.00	\$ 540.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 540.00	\$ 5,040.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 30,943.00	\$ 3,833.00	\$ 34,776.00	\$ -	\$ -	\$ -	\$ 30,943.00	\$ 3,833.00	\$ 34,776.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 13,100.00	\$ 1,572.00	\$ 14,672.00	\$ -	\$ -	\$ -	\$ 13,100.00	\$ 1,572.00	\$ 14,672.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,250.00	\$ 510.00	\$ 4,760.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ 510.00	\$ 4,760.00
Postage	\$ 852.00	\$ 102.00	\$ 954.00	\$ -	\$ -	\$ -	\$ 852.00	\$ 102.00	\$ 954.00
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	\$ 424,123.00	\$ 51,014.00	\$ 475,137.00	\$ -	\$ -	\$ -	\$ 424,123.00	\$ 51,014.00	\$ 475,137.00

Indirect As A Percent of Direct

12.0%

Contractor Initials: *KM*

Date: *6/5/17*

Exhibit B-11 Budget
Amendment #3

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: System of Care

Budget Period: July 1, 2018-June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed %	Total	Direct Incremental	Indirect Fixed %	Total	Direct Incremental	Indirect Fixed %	Total
1. Total Salary/Wages	\$ 173,507.15	\$ 20,820.86	\$ 194,328.01				\$ 173,507.15	\$ 20,820.86	\$ 194,328.01
2. Employee Benefits	\$ 54,352.27	\$ 6,522.27	\$ 60,874.54				\$ 54,352.27	\$ 6,522.27	\$ 60,874.54
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ 10,844.00	\$ 1,301.28	\$ 12,145.28				\$ 10,844.00	\$ 1,301.28	\$ 12,145.28
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 27,000.00	\$ 3,240.00	\$ 30,240.00				\$ 27,000.00	\$ 3,240.00	\$ 30,240.00
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 3,780.00	\$ 446.17	\$ 4,226.17				\$ 3,780.00	\$ 446.17	\$ 4,226.17
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ 6,000.00	\$ 720.00	\$ 6,720.00				\$ 6,000.00	\$ 720.00	\$ 6,720.00
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 275,483.42	\$ 33,050.58	\$ 308,534.00	\$ -	\$ -	\$ -	\$ 275,483.42	\$ 33,050.58	\$ 308,534.00

Indirect As A Percent of Direct

12.0%

Contractor Initials: *KMA*

Date: *6/5/17*



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

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 19, 2016

G&C Approved

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

Date

1/18/17

Item #

17

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend a sole source, retroactive agreement with NAMI (National Alliance on Mental Illness) New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, by increasing the price limitation \$264,407 from \$1,199,999 to \$1,464,407, retroactive to October 1, 2016 effective upon Governor and Executive Council approval, through June 30, 2017. 83% General Funds / 17% Federal Funds.

The Governor and Executive Council approved the initial sole source agreement on August 5, 2015 (Item #28). The agreement was amended (Amendment #1) and approved by the Attorney General's office on November 25, 2015.

Funds are available in the following accounts for State Fiscal Year 2017, pending legislative approval of the next biennial budget, with the ability to adjust encumbrances between State Fiscal Years if needed and justified without further approval of the Governor and Executive Council.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
 HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL
 SUPPORT SERVICES

SFY	CLASS/ OBJECT	CLASS TITLE	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2016	102-500731	Contracts for Program Services	\$474,999.65	0	\$474,999.65
2017	102-500731	Contracts for Program Services	\$474,999.35	0	\$474,999.35
				Contract Subtotal:	\$949,999.00

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
 HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE
 INCENTIVE PROGRAM BIP**

SFY	CLASS/ OBJECT	CLASS TITLE	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2016	102-500731	Contracts for Program Services	\$250,000.00	0	\$250,000.00
				Contract Subtotal:	\$250,000.00

**05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
 HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT**

SFY	CLASS/ OBJECT	CLASS TITLE	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2017	563-500915	Community Based Services	0	\$264,407.39	\$264,407.39
			Contract Subtotal:	\$264,407.39	\$264,407.39
			Contract Total:	\$264,407.39	\$1,464,406.39

EXPLANATION

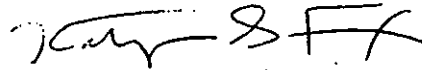
This request is **sole source** because this is the only vendor in New Hampshire that has the ability to provide family mutual support and suicide prevention services and has provided exceptional services for the Department on a statewide level since 2013. This request is **retroactive** because there were unexpected delays experienced in obtaining the information needed to process the contract prior to the close of State Fiscal Year 2016. The purpose of this request is for the vendor to increase the scope of the contract to incorporate four and three-quarters (4.75) Full Time Equivalent (FTE) fully-trained Family and Community Support Specialists to provide one-to-one support to families with children who have serious emotional disorders. The vendor will also provide one (1) Director of Child and Family Support who will supervise and train the Family and Community Support Specialists.

NAMI New Hampshire has provided family mutual support and suicide prevention services by conducting one-to-one support for families and mental health consumers across the life span, as well as support groups in multiple communities across the state. This includes families that have experienced mental illness, but are not in the mental health system; families that have experienced mental illness, but are having difficulty accessing services; and families that have experienced a suicide as a result of mental illness. The contractor provides all of these supports, which are not currently available through community mental health centers. Additionally, this contract provides training to lay persons in order to identify and connect to available resources for suicide prevention, which benefits individuals who are at risk of suicide and have not reached out for help.

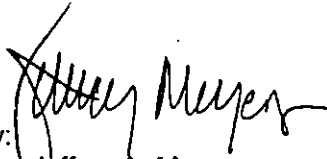
Should the Governor and Executive Council not approve this request there may not be adequate support services of this nature for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances, who are trying to navigate the mental health system. Further, families and professionals may not have the opportunities for training, support group leadership, and advocacy networks that assist them with how to help prevent suicide or help individuals affected by suicide. Also, consumers of mental health services and their families may have fewer opportunities for one-to-one and group support in multiple communities across the state.

Area Served: Statewide
Source of Funds: 83% General, 17% Federal. (CFDA # 93.778 Agency Department of Health and Human Services; Office: Centers for Medicare and Medicaid Services – FAIN # is 05-1505NHBIPP.)

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Myers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Mutual Support & Suicide Prevention Services
Contract

This 2nd Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #2") dated this 13th day of October, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended by an agreement (Amendment #1) approved on November 25, 2015 by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS, the parties agree to increase the price limitation, add budget line items, and amend the scope of services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,464,407
2. Add Exhibit A-1 - Amendment #2.
3. Add Exhibit B-7 - Budget.

New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

12/26/16
Date

Jeffrey A. Meyers
Jeffrey A. Meyers
Commissioner

11/29/16
Date

NAMI NH
[Signature]
NAME
TITLE Executive Director

Acknowledgement:
State of NH, County of MERRIMACK on 11-29-16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace
DIANE GEORNEY, Notary Public
My Commission Expires July 10, 2018

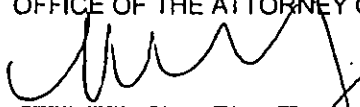
New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 12/28/14


Name: William A. Goldberg
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A – 1 Amendment #2

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 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.
- 1.2 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.
- 1.3 The Contractor shall expand statewide capacity to provide family support and education to families of children and adolescents with serious emotional disturbance (SED), prioritizing those families enrolled in the FAST Forward program.
- 1.4 For the purposes of this contract, FAST Forward shall be a program designed to provide support to children, youth, and their families by using a high fidelity wrap around approach, and adhering to a System of Care model.

2. SCOPE OF WORK

- 2.1 The Contractor shall provide staffing that includes, but is not limited to:
 - 2.1.1 Four and three quarters (4.75) fully-trained Family Peer Support Partners (FPSP) to provide one-to-one family support.
 - 2.1.2 One (1) Director of Child and Family Support who shall supervise and train the FPSP.
- 2.2 The Contractor shall expand the community network of family leaders by:
 - 2.2.1 Identifying four (4) potential family leadership candidates.
 - 2.2.2 Ensuring two (2) candidates complete a NAMI of New Hampshire leadership program of their choice.



Exhibit A – 1 Amendment #2

- 2.3 The Contractor shall expand statewide opportunities for family leadership involvement related to mental health, which shall include, but are not limited to:
- 2.3.1 Governance structures, by participating in meetings and providing a family perspective.
 - 2.3.2 Public Policy boards.
 - 2.3.3 Advocacy boards and task forces.
 - 2.3.4 Delivering family education programs.
 - 2.3.5 Supporting group facilitation.
- 2.4 The Contractor shall ensure the FPSP are available to provide one-to-one support to a minimum of ten (10) families at any given time, with priority given to families enrolled in the FAST Forward Program. One-to-one support may include, but is not limited to:
- 2.4.1 Advocacy assistance
 - 2.4.2 Family Peer support
 - 2.4.3 Education
 - 2.4.4 Community referral
- 2.5 The Contractor may deliver services in Section 2.4, above, in a variety of methods, which may include, but are not limited to:
- 2.5.1 Phone contact.
 - 2.5.2 Email contact.
 - 2.5.3 Face-to-face contact, the location of which may include, but is not limited to:
 - 2.5.3.1 Family's home.
 - 2.5.3.2 School.
 - 2.5.3.3 Wraparound Team meeting.
 - 2.5.3.4 Other community location.
- 2.6 The Contractor shall ensure a minimum of two (2) Parents Meeting the Challenge (PMC) Family Education Programs are delivered. The Contractor shall ensure:
- 2.6.1 Each program is available to a minimum of six (6) participants.
 - 2.6.2 Each program consists of eight (8) sessions.



Exhibit A – 1 Amendment #2

-
- 2.6.3 Each session is scheduled for a minimum of three (3) hours.
 - 2.6.4 Onsite childcare is available to all participants.
 - 2.6.5 All participants sign in prior to the beginning of the program.
 - 2.6.6 All participants are provided with a satisfaction survey.
 - 2.7 The Contractor shall ensure all individuals receiving services funded through this contract are provided with a satisfaction survey for completion.
 - 2.8 The Contractor shall evaluate the One-to-One Support Program and the PMC Family Education Program based on the satisfaction surveys completed in accordance with Section 2.7.
 - 2.9 The Contractor shall provide a narrative summary of the One-to-One Support Program and the PMC evaluations in accordance with Section 2.8, above.
- 3. Reporting Requirements**
- 3.1 The Contractor shall provide monthly reports to the Department that include, but are not limited to:
 - 3.1.1 Contract activities completed during the previous month, including the number of families served and support/services provided.
 - 3.1.2 Barriers to providing services.
 - 3.1.3 Action plan to address identified barriers.
 - 3.2 The Contractor shall provide a summary of the One-to-One Support Program with each invoice to the FAST Forward Program Manager. The summary shall include, but not be limited to:
 - 3.2.1 A detailed summary of the work completed as described in Section 2, Scope of Work.
 - 3.2.2 A summary of PMC's delivered including, but not limited to:
 - 3.2.2.1 Dates PMC was delivered.
 - 3.2.2.2 Number of participants.
 - 3.2.3 Number of families assigned to each FPSP.
 - 3.3 The Contractor shall ensure monthly reports contain information for each family served that includes, but is not limited to:
 - 3.3.1 Family Name
 - 3.3.2 Amount of travel for each FPSP, to assess for capacity and costs for sustainability.



Exhibit A – 1 Amendment #2

-
- 3.3.3 Number of hours the FPSP provided as support to each family for each invoice date range.
 - 3.3.4 Type of support provided:
 - 3.3.4.1 Advocacy assistance
 - 3.3.4.2 Family Peer support
 - 3.3.4.3 Education
 - 3.3.4.4 Community referral
 - 3.3.5 Method used to provide support, which may include, but is not limited to:
 - 3.3.5.1 Phone contact.
 - 3.3.5.2 Email contact.
 - 3.3.5.3 Face-to-face contact and location of encounter, which may include but is not limited to:
 - 3.3.5.3.1 Family's home.
 - 3.3.5.3.2 School.
 - 3.3.5.3.3 Wraparound Team meeting.
 - 3.3.5.3.4 Other community location.

4. Deliverables

- 4.1 The Contractor shall ensure a minimum of 4.75 FTEs are available to provide the One-to-One Support Program as indicated in Section 2.4.
- 4.2 The Contractor shall ensure a minimum of two (2) PMC Education Programs are delivered, in accordance with Section 2.6, no later than ten (10) days prior to the contract completion date.
 - 4.2.1 The Contractor shall provide attendance sheets from each of the PMCs to the Department no later than five (5) business days from the date of the PMC.
- 4.3 The Contractor shall identify four (4) potential family leadership candidates, as indicated in Section 2.2.1, within sixty (60) days of Governor and Executive Council approval of Amendment #2 to this agreement.
- 4.4 The Contractor shall ensure a minimum of two (2) identified family leadership candidates, as indicated in Section 2.2.2, complete NAMI NH's leadership program no later than ten (10) days prior to the contract completion date.



Exhibit A – 1 Amendment #2

4.5 The Contractor shall provide 100% of family members with a satisfaction survey six (6) months into program enrollment.

4.5.1 The Contractor shall aggregate the survey results and submit a report on these results each year, to include the number of respondents.

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

Bidder/Program Name: NAME New Hampshire

Budget Request for: System of Care

Budget Period: October 1, 2018-June 30, 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DIB#8 contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 127,274.47	\$ 15,272.94	\$ 142,547.41				\$ 127,274.47	\$ 15,272.94	\$ 142,547.41
2. Employee Benefits	\$ 37,303.81	\$ 4,476.48	\$ 41,780.27				\$ 37,303.81	\$ 4,476.48	\$ 41,780.27
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:	\$ 4,434.00	\$ 532.08	\$ 4,966.08				\$ 4,434.00	\$ 532.08	\$ 4,966.08
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 24,000.00	\$ 2,880.00	\$ 26,880.00				\$ 24,000.00	\$ 2,880.00	\$ 26,880.00
7. Occupancy									
8. Current Expenses									
Telephone	\$ 3,780.00	\$ 453.60	\$ 4,233.60				\$ 3,780.00	\$ 453.60	\$ 4,233.60
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software	\$ 39,286.00	\$ 4,714.32	\$ 44,000.32				\$ 39,286.00	\$ 4,714.32	\$ 44,000.32
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specify details mandatory)									
TOTAL	\$ 236,078.28	\$ 28,329.39	\$ 264,407.67				\$ 236,078.28	\$ 28,329.39	\$ 264,407.67

Indirect As A Percent of Direct

12.0%

Contractor Initials: *RMM*
 Date: *11/29/16*



Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 5, 2015

NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Good Morning Attorney Yapple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division of Community Based Care, Bureau of Behavioral Health and the NAMI New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301. It has been signed by the Associate Commissioner and an authorized signor for the vendor. The vendor provides family mutual support, suicide prevention services and military culture initiative services, statewide. Funding has been extended for the military culture initiative. The Governor and Executive Council approved the original contract on August 5, 2015 (Item #28). 79% General Funds / 21% Federal Funds This is a zero cost amendment.

The language in Exhibit B, Section 8, reads:

2.6 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

I am asking that you review and sign this amendment as it does not need further action by the Governor and Executive Council. The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

Funds to support this request are available in the following accounts with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further action from the Governor and Executive Council.

**05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY
 MUTUAL SUPPORT SERVICES**

SFY	CLASS/ OBJECT	CLASS TITLE	ACTIVITY CODE	Current Budget	Increase/ (Decrease)	New Budget Amount
2016	102-500731	Contracts for Program Services	92207012	\$474,999.65	\$0.00	\$474,999.65
2017	102-500731	Contracts for Program Services	92207012	\$474,999.35	\$0.00	\$474,999.35
Contract Subtotal:				\$949,999.00	\$0.00	\$949,999.00

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE
 SERVICES, BALANCE INCENTIVE PROGRAM BIP**

SFY	CLASS/ OBJECT	CLASS TITLE	ACTIVITY CODE	Current Budget	Increase/ (Decrease)	New Budget Amount
2016	102-500731	Contracts for Program Services	49053316	\$250,000.00	(\$82,380.00)	\$166,620.00
2017	102-500731	Contracts for Program Services	49053316	\$0.00	\$82,380.00	\$83,380.00
Contract Subtotal:				\$250,000.00	\$0.00	\$250,000.00
Contract Grand Total:						\$1,199,999.00

EXPLANATION

This request is **sole source** because this is the only vendor in New Hampshire that has the ability to provide family mutual support and suicide prevention services and has provided exceptional services for the Department on a statewide level since 2013.

Federal funding for the military initiative portion of this contract has been extended to the end of State Fiscal Year 2017, which will allow the vendor to provide military initiatives described in the contract until the contract completion date of June 30, 2017.

There are no additional funds being requested in this amendment. Other than the adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on August 5, 2015 (Item #28).

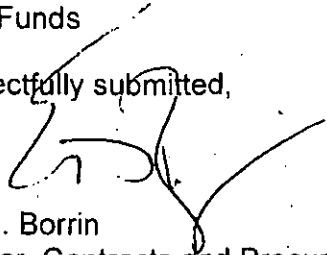
The military culture initiative provides education and training for military families, supports to survivors of suicide loss, mental health first aid training for military families and a focus on stigma reduction throughout all military culture initiatives.

NAMI New Hampshire is expanding the military culture initiative from one (1) year to two (2) years with no change to price limitation in order to ensure military families, professionals and survivors of suicide loss receive the support and military culture training that will allow them to better understand how to respond to and prevent suicide of our military personnel.

Area Served: Statewide

Source of Funds: 79% General Funds/ 21% Federal Funds

Respectfully submitted,


Eric D. Borrin
Director, Contracts and Procurement



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Mutual Support & Suicide Prevention Services
Contract**

This 1st Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #1") dated this 4th day of September, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to change budget line item amounts, with no change to the price limitation; and

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

To amend as follows:

1. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B-Amendment #1, Method and Conditions Precedent to Payment.
2. Delete Exhibit B-3 Budget and replace with Exhibit B-3 Budget – Amendment #1.
3. Add Exhibit B-6 Budget.

New Hampshire Department of Health & Human Services
Family Mutual Support & Suicide Prevention Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/9/15
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

NAMI NH

11/4/15
Date

[Signature]
NAME
TITLE EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of MERRIMACK on 11/4/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

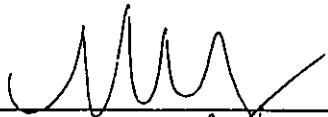
[Signature]
Name and Title of Notary or Justice of the Peace
DIANE GEDNEY, Notary Public
My Commission Expires July 10, 2010



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

OFFICE OF THE ATTORNEY GENERAL

11/25/15
Date


Name: Megan A. Cook
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.778 US Department of Health & Human Services, Balancing Incentive Program (BIP).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-6, Budget.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 5.1. Payments shall be made on cost reimbursement basis only, for allowable expenses and in accordance with Exhibits B-1, Budget through Exhibit B-6, Budget.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget through Exhibit B-6, Budget.
 - 5.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 5.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 4, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget through Exhibit B-6, Budget for the previous month by the tenth (10th) working of the current month.
 - 5.5. The invoices for services outlined in Exhibit B-1, Budget, through Exhibit B-6 Budget shall be submitted preferably by e-mail on Department approved invoices to:

Nina McLean, Program Specialist IV
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
nmclean@dhhs.state.nh.us
 - 5.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
7. 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.



Exhibit B - Amendment #1

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 through Exhibit B-6 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Military Cultural Awareness

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 26,212.50	\$ 3,145.50	\$ 29,358.00				\$ 26,212.50	\$ 3,145.50	\$ 29,358.00
2. Employee Benefits	\$ 8,148.00	\$ 978.00	\$ 9,126.00				\$ 8,148.00	\$ 978.00	\$ 9,126.00
3. Consultants	\$ 75,300.00	\$ 9,036.00	\$ 84,336.00				\$ 75,300.00	\$ 9,036.00	\$ 84,336.00
4. Equipment	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ 35,000.00	\$ 4,200.00	\$ 39,200.00				\$ 35,000.00	\$ 4,200.00	\$ 39,200.00
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00	\$ 600.00	\$ 5,600.00				\$ 5,000.00	\$ 600.00	\$ 5,600.00
11. Staff Education and Training	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 149,660.50	\$ 17,959.50	\$ 167,620.00	\$ -	\$ -	\$ -	\$ 149,660.50	\$ 17,959.50	\$ 167,620.00

Indirect As A Percent of Direct

12.0%

Contractor Initials: *ZAN*

Date: *11/14/15*

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Military Cultural Awareness

Budget Period: July 1, 2016-Sept 29, 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 8,737.50	\$ 1,048.50	\$ 9,786.00				\$ 8,737.50	\$ 1,048.50	\$ 9,786.00
2. Employee Benefits	\$ 2,716.00	\$ 326.00	\$ 3,042.00				\$ 2,716.00	\$ 326.00	\$ 3,042.00
3. Consultants	\$ 25,100.00	\$ 3,012.00	\$ 28,112.00				\$ 25,100.00	\$ 3,012.00	\$ 28,112.00
4. Equipment:	\$ -	\$ -	\$ -						\$ -
Rental	\$ -	\$ -	\$ -						\$ -
Repair and Maintenance	\$ -	\$ -	\$ -						\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -						\$ -
5. Supplies:	\$ -	\$ -	\$ -						\$ -
Educational	\$ 34,000.00	\$ 4,080.00	\$ 38,080.00				\$ 34,000.00	\$ 4,080.00	\$ 38,080.00
Lab	\$ -	\$ -	\$ -						\$ -
Pharmacy	\$ -	\$ -	\$ -						\$ -
Medical	\$ -	\$ -	\$ -						\$ -
Office	\$ -	\$ -	\$ -						\$ -
6. Travel	\$ -	\$ -	\$ -						\$ -
7. Occupancy	\$ -	\$ -	\$ -						\$ -
8. Current Expenses	\$ -	\$ -	\$ -						\$ -
Telephone	\$ -	\$ -	\$ -						\$ -
Postage	\$ -	\$ -	\$ -						\$ -
Subscriptions	\$ -	\$ -	\$ -						\$ -
Audit and Legal	\$ -	\$ -	\$ -						\$ -
Insurance	\$ -	\$ -	\$ -						\$ -
Board Expenses	\$ -	\$ -	\$ -						\$ -
9. Software	\$ -	\$ -	\$ -						\$ -
10. Marketing/Communications	\$ 3,000.00	\$ 360.00	\$ 3,360.00				\$ 3,000.00	\$ 360.00	\$ 3,360.00
11. Staff Education and Training	\$ -	\$ -	\$ -						\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -						\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -						\$ -
TOTAL	\$ 73,553.50	\$ 8,826.50	\$ 82,380.00	\$ -	\$ -	\$ -	\$ 73,553.50	\$ 8,826.50	\$ 82,380.00

Indirect As A Percent of Direct

12.0%

Contractor Initials: *RM*
 Date: *11/4/15*



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

Nicholas A. Toumpas
 Commissioner

Kathleen A. Dunn
 Associate Commissioner

BUREAU OF BEHAVIORAL HEALTH

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-5000 1-800-852-3345 Ext. 5000
 Fax: 603-271-5040 TDD Access: 1-800-735-2964

July 21, 2015

G&C Approved

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

Date

8/5/15

Item #

28

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care, Bureau of Behavioral Health, to enter into a sole source, retroactive agreement with NAMI New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, for the provision of family mutual support, suicide prevention services and military culture initiative services in an amount not to exceed \$1,199,999 effective retroactive to July 1, 2015 effective upon Governor and Executive Council approval, through June 30, 2017. 79% General Funds / 21% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2016 and are anticipated to be available in State Fiscal Year 2017, pending legislative approval of the next biennial budget with the ability to adjust encumbrances between State Fiscal Years if needed and justified without further approval of the Governor and Executive Council.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

SFY	CLASS/OBJECT	CLASS TITLE	ACTIVITY CODE	TOTALS
2016	102-500731	Contracts for Program Services	92207012	\$474,999.65
2017	102-500731	Contracts for Program Services	92207012	\$474,999.35
			Contract Subtotal:	\$949,999.00

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	CLASS/OBJECT	CLASS TITLE	ACTIVITY CODE	TOTALS
2016	102-500731	Contracts for Program Services	49053316	\$250,000.00
			Contract Subtotal:	\$250,000.00
			Contract Grand Total:	\$1,199,999.00



EXPLANATION

This request is sole source because this is the only vendor in New Hampshire that has the ability to provide family mutual support and suicide prevention services and has provided exceptional services for the Department on a statewide level since 2013. This request is retroactive because there were unexpected delays experienced in obtaining the information needed to process the contract and send it the vendor prior to the close of State Fiscal Year 2015. The purpose of this request is for the provision of the following services:

- **Family Mutual Support Services.** These services include support, education and training activities for families of individuals with severe and persistent mental illness, as well as to parents and families of children with serious emotional disturbances.
- **Suicide Prevention Services.** These services include the continued implementation of the national best practice program, Connect, which increases the competence and confidence of professionals and communities when responding to suicide incidents by focusing on prevention (education about early recognition), intervention (skills for responding to attempts, thoughts and threats of suicide) and postvention (promoting healing and reducing risk after a suicide).
- **Military Culture Initiative.** The military culture initiative provides education and training for military families, supports to survivors of suicide loss, mental health first aid training for military families and a focus on stigma reduction throughout all military culture initiatives.

NAMI New Hampshire has provided family mutual support and suicide prevention services by providing one-to-one support for families and mental health consumers across the life span, as well as support groups in multiple communities across the state. This includes families that have experienced mental illness, but are not in the mental health system; families that have experienced mental illness, but are having difficulty accessing services; and families that have experienced a suicide as a result of mental illness. The contractor provides all of these supports, which are not currently available through community health centers. Additionally, this contract provides training to lay persons in order to identify and connect to available resources for suicide prevention, which will benefit individuals who are at risk of suicide and have not reached out for help.

NAMI New Hampshire will be adding a military culture initiative during the first year of the contract to ensure military families, professionals and survivors of suicide loss receive the support and military culture training that will allow them to better understand how to respond to and prevent suicide of our military personnel.

Should the Governor and Executive Council not approve this request there will be no support for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances, who are trying to navigate the mental health system. Further, families and professionals will not have the opportunities for training, support group leadership and advocacy networks that assist them with how to help prevent suicide or help individuals affected by suicide. This could result in an increase in the rate of suicides in the state. Also, consumers of mental health services and their families will have fewer opportunities for one-to-one and group support in multiple communities across the state. These resources are not easily replicated elsewhere and will become unavailable to both families who are currently using them, as well as those new to the mental health system in the contract period.

Her Excellency, Margaret Wood Hassala
And the Honorable Executive Council

Area Served: Statewide

Source of Funds: 79% General. 21% Federal (CFDA # 93.778 Agency Department of Health and Human Services; Office: Centers for Medicare and Medicaid Services).

Respectfully submitted,



Kathleen A. Dunn
Associate Commissioner

Approved by:



 Nicholas Toumpas
Commissioner


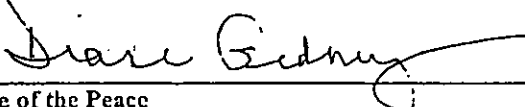

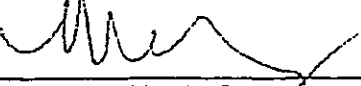
Subject: Family Mutual Support & Suicide Prevention Services

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 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 05-95-92-920010-7012-102-500731 05-95-49-490510-2985-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,199,999
1.9 Contracting Officer for State Agency Eric D. Borin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <i>Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>7/15</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 <i>Kathleen A. Dwan Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/21/15</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.

8. EVENT OF DEFAULT/REMEDY

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

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.



Exhibit A Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 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.
- 1.2 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.
- 1.3 The Contractor shall submit a detailed description of the language assistance service 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.

2. SCOPE OF WORK

- 2.1 The Contractor shall increase knowledge of consumers, family members, service providers and the general public by providing information regarding suicide, risk factors, protective factors and warning signs and increase the ability to recognize at-risk individuals and connect them to qualified health professionals. The Contractor shall:

2.1.1 Provide Individual Family-to-Family Mutual Support, which includes, but is not limited to:

2.1.1.1 Time Limited 1:1 Age Appropriate Support and Education to families across the life span so they may learn and develop skills to:

2.1.1.1.1 Navigate the mental health system.

2.1.1.1.2 Learn effective advocacy skills.

2.1.1.1.3 Manage the stressors that families affected by mental illness experience.

2.1.1.2 Information and Resource (I&R) services by acting as a repository for information and resources regarding mental health. The Contractor shall:



- 2.1.1.2.1 Accept and respond to requests for information received from individuals by telephone, e-mail and in person.
- 2.1.1.2.2 Distribute educational materials to individual family members, providers and organizations.
- 2.1.1.3 Maintaining the NAMI NH Website, ensuring that content includes, but is not limited to:
 - 2.1.1.3.1 Accurate and updated resources.
 - 2.1.1.3.2 Current class schedules.
 - 2.1.1.3.3 Support group information.
 - 2.1.1.3.4 Testimony and letters that respond to current legislation.
 - 2.1.1.3.5 The Children's Behavioral Health Plan.
 - 2.1.1.3.6 The NH Health Protection Plan.
 - 2.1.1.3.7 Social networking opportunities for teens and young adults.
 - 2.1.1.3.8 A complete listing of Community Mental Health Centers and Peer Support Agencies.
- 2.1.1.4 Using Web-based Media, Including Video, Facebook, NAMI NH Blog and Twitter to convey information and promote help seeking messages through the use of web based media, including but not limited to video and Social Media. The Contractor shall, at minimum:
 - 2.1.1.4.1 Post videos on the NAMI NH website relevant to:
 - 2.1.1.4.1.1 Family education/support
 - 2.1.1.4.1.2 Suicide prevention.
 - 2.1.1.4.1.3 Supports to those bereaved by suicide.
 - 2.1.1.4.1.4 The NH Health Protection Program and the monitoring of the lawsuit settlement.
 - 2.1.1.4.1.5 Children's Behavioral Health Plan.
 - 2.1.1.4.1.6 Stigma reduction.
 - 2.1.1.4.2 Provide links to educational videos and webinars on topics of interest to families and consumers.



- 2.1.1.4.3 Provide information, support and networking to families and individuals on the NAMI NH Facebook, Blog and Twitter pages.
- 2.1.1.5 Mental Health Resource Center services by providing and distributing science-based printed materials, resources, and referrals to consumer and family support/education programs, including survivor of suicide loss resources through its Mental Health Resource Center.
- 2.1.1.6 Developing and distributing Next of Kin Resources Packets in order to reduce risk and stigma/isolation and increase help seeking behavior. Next of Kin Resources Packets shall, at minimum, include:
 - 2.1.1.6.1 Current science based information/best practices on grief, suicide loss, and warning signs for suicide.
 - 2.1.1.6.2 Resources and connections to Survivors of Suicide Loss support and education programs.
- 2.1.2 Provide Statewide Education and Training on Family Mutual Support, which includes, but is not limited to:
 - 2.1.2.1 Family-to-Family (F2F) Classes By Trained Teachers, as promoted through Community Mental Health Centers (CMHC) and systems that serve adults with Serious Mental Illness (SMI) and/or Serious Persistent Mental Illness (SPMI), for participants who have an adult family member with a mental illness in order to increase knowledge and skills that will enable participants to:
 - 2.1.2.1.1 Understand mental illness.
 - 2.1.2.1.2 Manage personal stressors.
 - 2.1.2.1.3 Engage in and support the treatment and recovery process.
 - 2.1.2.1.4 Advocate for timely and appropriate services.
 - 2.1.2.2 Provide Side-By-Side (SbS) Older Adult Family Education Modules for participants who have an older adult family member and/or consumers and paraprofessionals who work with older adults with mental illness, which includes six (6) psycho-educational modules:
 - 2.1.2.2.1 As promoted through geriatric health and mental health providers.



2.1.2.2.2 In order to assist participants with:

2.1.2.2.2.1 Better understanding mental illness in combination with other age-related issues.

2.1.2.2.2.2 Accessing supports that assist with being more effective.

2.1.2.2.2.3 Empowering older adults with mental illness to take a more active role in their care plan.

2.1.2.3 Provide Family Support Groups By Trained Facilitators for families across the life span that are affected by mental illness and/or serious emotional disorders through support groups with trained facilitators in order to:

2.1.2.3.1 Provide participants with a safe place to:

2.1.2.3.1.1 Share concerns.

2.1.2.3.1.2 Develop coping skills.

2.1.2.3.1.3 Gain knowledge.

2.1.2.3.1.4 Learn about community resources.

2.1.2.3.2 Provide family members opportunities to:

2.1.2.3.2.1 Gain confidence.

2.1.2.3.2.2 Learn leadership skills.

2.1.2.3.2.3 Move toward advocacy in order to assume active roles on state and local boards and committees that focus on mental health related issues and participate in the promotion of the Children's Behavioral Health Plan.

2.1.2.4 Advocacy Leaders assistance in order to assist volunteers to take on the role of Advocacy Leader with whom the Contractor communicates on-going updates on current policy topics that shall be shared with the support group.

2.1.2.5 Connection Support Groups For People With A Mental Illness that are modeled to recovery support groups, that allow individuals with mental illness to:

2.1.2.5.1 Learn from and support each other.



- 2.1.2.5.2 Share the challenges and successes of coping with mental illness.
- 2.1.2.5.3 Obtain comprehensive information regarding:
 - 2.1.2.5.3.1 The NH Health Protection Program.
 - 2.1.2.5.3.2 Improvements to NH's Mental Health System.
- 2.1.2.6 Social Media Parents Meeting the Challenge Support Group for families and caregivers of children and adolescents with emotional disorders, moderated by the Contractor's staff, in order to:
 - 2.1.2.6.1 Provide participants with the opportunity to be part of a supportive community when they are unable to physically attend other NAMI NH support groups because of factors such as health, transportation, childcare, ill family members or lack of a support group in their community.
 - 2.1.2.6.2 Provide participants to 24/7 peer support, education and resources.
- 2.1.2.7 Social Media Family-To-Family Support Group for families and caregivers of adults and older adults with mental illness moderated by the Contractor's staff, in order to:
 - 2.1.2.7.1 Provide participants with peer support, education and resources when they are unable to physically attend other NAMI NH support groups because of factors such as health, transportation, ill family members or lack of a support group in their community.
 - 2.1.2.7.2 Provide participants to 24/7 peer support, education and resources.
- 2.1.2.8 Educational Presentations Through Communication Technology for families affected by mental illness and persons with mental illness through educational presentations using communication technology in order to provide current and helpful information on topics that include, but are not limited to:
 - 2.1.2.8.1 Advocacy and current policy updates.
 - 2.1.2.8.2 Mental health resources and treatments.



- 2.1.2.8.3 Coping skills and stigma.
- 2.1.2.8.4 Working with the Office of Consumer and Family Affairs (OCFA) to develop presentations focused on persons with mental illness.
- 2.1.2.9 Consumer And Family Education Conference for consumers, transitional age youth, families, providers and interested members of the public that:
 - 2.1.2.9.1 Focuses on various mental health topics/issues across the lifespan.
 - 2.1.2.9.2 Includes the promotion of the Children's Behavioral Health Plan.
 - 2.1.2.9.3 Includes key stakeholders and family members on the Conference Planning Committee during the planning stages.
- 2.1.3 Provide Family And Youth Leadership Development services, which include but are not limited to:
 - 2.1.3.1 Teen/Youth Adult Resources on Social Media and NAMI NH Website, which shall include but is not limited to:
 - 2.1.3.1.1 'Life Under Construction,' a youth leadership interactive social networking site facilitated by a young adult with an emotional disorder, created for and by youth, ages fourteen (14) through twenty-one (21) years, who are affected by emotional disorders/mental illness and transitioning to adulthood, which shall include but is not limited to:
 - 2.1.3.1.1.1 A place where youth to support each other, share ideas, concerns and questions about planning their future.
 - 2.1.3.1.1.2 Information about opportunities available to youth and young adults to get involved in helping to create a better mental health system.
 - 2.1.3.2 Teacher/Leadership Re-Training for Family-to-Family to address:
 - 2.1.3.2.1 Course implementation challenges.



- 2.1.3.2.2 Improvement on understanding of course content.
- 2.1.3.2.3 Opportunities for networking and serving on state and local boards and committees that focus on mental health related issues.
- 2.1.3.2.4 Current updates on state and community initiatives and resources that include but are not limited to:
 - 2.1.3.2.4.1 The Children's Behavioral Health Plan.
 - 2.1.3.2.4.2 Changes in the mental health delivery system.
- 2.1.3.3 Teacher/Leadership Training for Family-to-Family for family members of adults with mental illness so family members can:
 - 2.1.3.3.1 Deliver the Family-to-Family program objectives.
 - 2.1.3.3.2 Present Family-to-Family course materials.
 - 2.1.3.3.3 Manage group dynamics.
 - 2.1.3.3.4 Obtain updates on current public policy issues, including, but not limited to, improvements to the mental health delivery system in order to share this information with their classes.
- 2.1.3.4 Support Group Facilitator (SGF)/Leadership Re-Training in order to refresh skills, share learned experiences and receive the updates on state and community initiatives and resources that include but are not limited to:
 - 2.1.3.4.1 The Children's Behavioral Health Plan.
 - 2.1.3.4.2 Changes in the mental health delivery system.
 - 2.1.3.4.3 Opportunities for teachers to serve on state and local boards and committees that focus on mental health related issues.
- 2.1.3.5 Support Group Facilitator (SGF)/Leadership Training for family members of a person with SMI/SPMI/SED, which includes training in a specific model in order to ensure new leaders can effectively facilitate and lead a NAMI NH family support group.
- 2.1.3.6 NAMI Connection Facilitator/Leadership Training for leaders who are consumers in recovery in order to:



- 2.1.3.6.1 Train them in a specific national support group model.
- 2.1.3.6.2 Bring consumers together to learn from and support one another in their recovery journey.
- 2.1.3.6.3 Offer a casual and relaxed approach to sharing the challenges and successes of coping with mental illness.
- 2.1.3.7 'In Our Own Voice' (IOOV) Presenter Training and Re-Training co-taught by consumers who have completed the NAMI nationally recognized training program, which is designed to assist consumers in gaining confidence and empowerment to deliver their personal recovery story by:
 - 2.1.3.7.1 Providing the tools to write compelling personal recovery stories.
 - 2.1.3.7.2 Assist participants with enhancing their public speaking skills.
 - 2.1.3.7.3 Providing space for individuals to practice telling their personal stories within a learning and safe environment.
 - 2.1.3.7.4 Engaging new speakers from diverse backgrounds.
- 2.1.3.8 'Life Interrupted' (LI) Presenter Training and Re-Training that assists family members of any age who have a loved one with a mental illness and/or serious emotional disorder gain confidence through instruction on public speaking and presentation techniques in order to develop presentations that include:
 - 2.1.3.8.1 Their family recovery story.
 - 2.1.3.8.2 Specific facts about mental health.
 - 2.1.3.8.3 Important anti-stigma messaging.
- 2.1.3.9 Public Policy Leadership Training to assist individuals with:
 - 2.1.3.9.1 Developing effective communication, messaging skills, and advocacy skills.
 - 2.1.3.9.2 Understanding state government.
 - 2.1.3.9.3 Increasing knowledge of current mental health policies.



2.1.3.9.4 Enabling advocates to educate key stakeholders and Legislators about the importance of mental health issues across the lifespan

2.1.3.9.5 Participating on policy committees.

2.1.3.10 On-going Technical Assistance to Education, Support and Leadership Programs, Family-to-Family, Side-by-Side, Support Group Facilitation, In Our Own' Voice, Life Interrupted, Survivors of Suicide Loss, Public Policy Trained Presenters, Teachers, Leaders and Advocates, NHH Family Support Volunteers, which includes but is not limited to:

2.1.3.10.1 Providing regular communications to, and contact with, trained leaders, teachers, presenters and advocates to support them in their leadership (volunteer) roles.

2.1.3.10.2 Addressing concerns of trained leaders, teachers, and presenters in order to problem solve and provide current mental health updates and resources.

2.1.3.10.3 Making opportunities available for families to participate in statewide quality improvement initiatives.

2.1.4 Provide Public Education, includes but is not limited to:

2.1.4.1 Anti-Stigma Messaging In Response To Public Statements

That Are Prejudicial And Discriminatory via use of Newspaper, radio, television and social media sources. The Contractor shall develop a plan that includes, but is not limited to:

2.1.4.1.1 The NAMI NH WALK.

2.1.4.1.2 Observance of Mental Illness Awareness Week.

2.1.4.1.3 Collaborating and partnering with many agencies, schools, community mental health centers, and NH Hospital, in order to provide numerous activities at the events in Section 2.1.4.1.1 and Section 2.1.4.1.3.

2.1.4.1.4 NAMI NH web-based tools in order to promote positive images associated with mental illness.

2.1.4.2 'In Our Own Voice' (IOOV) Presentations that reduce stigma around mental illness conducted by presenters from



diverse professional backgrounds including, but not limited to, veterans, service members, police and teachers who share their personal stories of Dark Days, Acceptance, Coping Skills, Treatment, Successes, Hopes and Dreams to targeted audiences that include, but are not limited to:

2.1.4.2.1 Peer support centers.

2.1.4.2.2 Mental health and healthcare providers.

2.1.4.2.3 Colleges.

2.1.4.2.4 Law enforcement.

2.1.4.2.5 Department military/civilian committees.

2.1.4.2.6 Other contractors and collaborators, as appropriate.

2.1.4.3 Life Interrupted Presentations throughout NH in order to educate the public about the impact of mental illness on families, the benefits of family support and education, and the importance of eliminating stigma associated with mental illness presented by family members from diverse backgrounds, including but not limited to veteran and service members, to targeted audiences that include but are not limited to:

2.1.4.3.1 Family and peer support groups and agencies.

2.1.4.3.2 Mental health and health care providers.

2.1.4.3.3 Colleges.

2.1.4.3.4 Criminal Justice.

2.1.4.3.5 Department Military/Civilian committees.

2.1.4.3.6 Other contractors and collaborators, as appropriate.

2.1.4.4 Public Presentations to the general public on a variety of topics related to promoting awareness about treatment and recovery of mental illness and serious emotional disorders. The Contractor shall:

2.1.4.4.1 Display and disseminate information about mental illness at conferences, health fairs and other events that are designed for specific, targeted audiences.

2.1.4.4.2 Ensure staff members have completed Cultural Effectiveness training



2.1.4.4.3 Ensure stigma reduction messaging is a component of all public presentations.

2.1.4.5 Mental Health First Aid Training in order to teach participants the skills to identify, understand and respond to signs of mental illness and substance use disorders, including a 5-step plan to assess and respond to an individual that is exhibiting signs of mental illness and/or a substance use disorder.

2.1.5 Provide Suicide Prevention & Intervention Training through:

2.1.5.1 Education And Awareness Events that target individuals with SMI their family members, in order to increase awareness of suicide as a public health issue through collaboration with public and private organizations, coalitions, state bureaus, consumer and family organizations and community mental health centers. Events shall be designed to transfer knowledge regarding:

2.1.5.1.1 Suicide.

2.1.5.1.2 Risk factors.

2.1.5.1.3 Protective factors and warning signs.

2.1.5.1.4 The ability to recognize at-risk individuals.

2.1.5.1.5 Connecting at-risk individuals to qualified health professionals.

2.1.5.2 Prevention/intervention Training for Key Service Providers, which shall include but not be limited to:

2.1.5.2.1 Connect Best Practice protocols that address how key service providers should respond to a suicide incident.

2.1.5.2.2 Integrating provider-specific roles with other providers to assure gaps are closed resulting in a coordinated community response.

2.1.5.2.3 Promoting early recognition of mental illness, substance abuse disorder and warning signs for suicide.

2.1.5.2.4 Reducing stigmatizing attitudes.

2.1.5.2.5 Promoting help seeking.

2.1.5.2.6 Improving relationships between key service providers and the service delivery system.



- 2.1.5.3 Technical Assistance And Conference Calls To Support Volunteer Connect Trainers Who Train In Their Local Regions in order to support the volunteer pool of Connect trainers to ensure they have updated information to schedule training and to insure fidelity to the model.
- 2.1.5.4 Prevention Train-the-Trainer For Sustainability Of Trainings Statewide to ensure trainers are certified to lead trainings as described in all of Section 2.1.5 above.
- 2.1.6 Provide Suicide Post-vention Training, which shall include, but not be limited to:
 - 2.1.6.1 Post-vention Training To Key Service Providers in Connect best practice protocols for key services providers in order to:
 - 2.1.6.1.1 Reduce the risk of contagion.
 - 2.1.6.1.2 Provide information about warning signs for suicide in order to increase help seeking behavior and sensitivity.
 - 2.1.6.1.3 Increase the cultural responsiveness of service providers to those bereaved by suicide.
 - 2.1.6.1.4 Provide current science-based information/best practices on:
 - 2.1.6.1.4.1 Grief.
 - 2.1.6.1.4.2 Suicide loss.
 - 2.1.6.1.4.3 Resources.
 - 2.1.6.1.4.4 Connections to Survivors of Suicide Loss.
 - 2.1.6.2 Responding to Suicide Incidents by providing consultation and technical assistance to guide key service providers and community members in the use of Connect best practice protocols implemented after a suicide death in order to promote healing.
- 2.1.7 Provide Supports to Survivors Of Suicide that include, but are not limited to:
 - 2.1.7.1 Supports to Survivors of Suicide Loss Networks that include support and technical assistance to the network for survivors of suicide loss in order to provide support, helpful resources and connection to other families who have lost a family member to suicide.



2.1.7.2 Survivor of Suicide Loss Support Group that includes, but is not limited to, support and technical assistance to survivor of suicide loss support group facilitators including assistance with screening individuals who are interested in attending groups and maintaining appropriate meeting locations.

2.1.7.3 Survivor Newsletter that is distributed electronically and by hard copy, statewide, in order to educate service providers, the public, and those affected by suicide regarding:

2.1.7.3.1 The impact of suicide on families and communities.

2.1.7.3.2 Available resources and supports.

2.1.7.3.3 Reducing the feelings of isolation and shame.

2.1.7.4 Coordination of Survivor Voices Speakers Bureau that provides technical assistance, statewide, to trained speakers, including but not limited to:

2.1.7.4.1 Locating presentation sites.

2.1.7.4.2 Distribution of audience materials, including a program evaluation.

2.1.7.5 Survivor Voices Speakers Re-Training by providing updates on current research trends in suicide prevention and safe communication, while providing opportunities to process challenges and stigmas encountered as well as methods to address those challenges and stigmas.

2.1.7.6 Individual Survivor Support that:

2.1.7.6.1 Provides individual support to survivors of suicide loss in order to connect them with support groups and other survivor resources on the Connect and NAMI NH websites.

2.1.7.6.2 Assists survivors in organizing and coordinating mutual support and activities that promote awareness about mental illness, suicide prevention, reducing the risk and stigma, as well as promote healing and help seeking for participants:

2.2 The Contractor shall lead a military culture awareness initiative that includes, but is not limited to:



- 2.2.1 Conducting focus groups and interviews to collect input from veterans, service members and their families as well as caregiver experts in order to determine the most relevant topics that will be presented at the 'Veteran, Service Members and their Family' events and presentations.
- 2.2.2 Designing and delivering regional events, that include childcare and expert consultants, in order to prepare, support and educate veterans, service members and their families regarding:
 - 2.2.2.1 Post-traumatic stress disorder (PTSD); traumatic brain injury (TBI) and other injuries of war.
 - 2.2.2.2 Veterans' benefits.
 - 2.2.2.3 Services that can benefit the health and well-being of service members, veterans and their families during challenges they face.
- 2.2.3 Delivering one (1) day long State Conference for three hundred (300) to four hundred (400) participants: The Contractor shall:
 - 2.2.3.1 Ensure childcare and child-specific activities are included and available for participants, as needed.
 - 2.2.3.2 Ensure the conference is designed around the needs and challenges of veterans, service members and their families.
 - 2.2.3.3 Provide attendees with available resources specific to veterans, service members and their families.
 - 2.2.3.4 Ensure the conference addresses:
 - 2.2.3.4.1 Peer support opportunities.
 - 2.2.3.4.2 Self-care awareness.
 - 2.2.3.4.3 Coping and communication skills.
 - 2.2.3.4.4 Suicide prevention training.
 - 2.2.3.4.5 Available support systems throughout the state.
- 2.2.4 Providing Mental Health First Aid Trainings for Veterans, Service Members and their Families that will teach participants:
 - 2.2.4.1 The skills to identify understand and respond to signals of post-traumatic stress, substance use disorders and other mental health conditions.



2.2.4.2 A five (5) step plan to assess and respond to an individual that is exhibiting signs of post-traumatic stress, substance use disorder and other mental health conditions.

2.2.5 Providing 'Life Interrupted' presentation trainings to individuals of any age who are family members of a veteran or service member who has post-traumatic stress, substance use disorder and/or other mental health condition in order to teach public speaking and presentation techniques that will be used to share personal perspectives and reduce stigma related to post-traumatic stress, substance use disorder and/or other mental health conditions.

2.2.6 Providing 'In Our Own Voice' trainings for veterans and service members so participants can share personal stories with other veterans and service members in order to educate and engage other veterans who are struggling with similar issues.

2.2.7 Providing 'Survivors of Suicide Loss' training for veterans, service members and their family members in order to:

2.2.7.1 Teach participants to speak openly about:

2.2.7.1.1 The life and the death of their loved one.

2.2.7.1.2 How they coped and continue to cope with the loss.

2.2.7.1.3 What has and has not helped them with coping.

2.2.7.2 Raise awareness of the risk factors and warning signs for suicide.

2.2.7.3 Increase help-seeking behaviors.

2.2.7.4 Reduce the stigma, shame and isolation that loss survivors feel.

2.2.7.5 Teach individuals and communities how to better help veterans, service members and their family members who have lost someone to suicide.

2.2.8 Ensuring anti-stigma messaging is incorporated in all project activities.

2.2.9 Providing technical assistance to project partners and stakeholders on:

2.2.9.1 The role and value of family and peer support.

2.2.9.2 How to engage veterans, service members and their families.



2.2.9.3 Adapting curricula to ensure family/peer support is part of all project activities and presentations.

2.2.10 Marketing events, trainings and activities through NAMI NH E-news, social media, distribution lists, radio, newspapers and veteran connected organizations.

2.3 The Contractor shall submit all proposed materials for the military culture initiative in Section 2.2 to the Department for review and prior approval. Proposed materials shall include, but not be limited to:

2.3.1 Agendas.

2.3.2 Curricula.

2.3.3 Presentation materials.

2.3.4 Educational materials.

2.3.5 Promotional materials.

2.3.6 Web-based media, and shall provide DHHS with lists of participants for each activity listed in this section.

3. PROGRAM ADMINISTRATION

3.1 The Contractor shall accept the Department's approved consultation, technical assistance, training, and support as identified and specified by the Department resulting from audit recommendations to fulfill all requirements of the Agreement.

3.2 The Contractor shall maintain a Board of Directors, which shall have a minimum of nine (9) voting members of the Board of Directors with experience in the mental health system.

3.3 The Contractor shall maintain records of Board of Director membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. The Contractor shall:

3.3.1 Ensure the records are made available to the Department upon request.

3.3.2 Maintain minutes of Board meetings that include, but not limited to:

3.3.2.1 Topics discussed.

3.3.2.2 Action steps and votes.

3.3.2.3 The monthly review of the agency financial status.

3.3.3 Have a documented orientation process and manual for Directors of the Board, which shall be available to the Department upon request.



3.3.4 Provide annual training related to the roles and responsibilities of Directors of the Board to include fiduciary responsibilities.

- 3.4 The Contractor shall maintain an accounting manual specific to the agency which shall include, but not be limited to the following:
- 3.4.1 Cash management to include cash receipts, cash disbursements, and petty cash;
 - 3.4.2 Accounts Payable and Accounts Receivable Procedures;
 - 3.4.3 Payroll and fixed assets;
 - 3.4.4 Internal Control Procedures;
 - 3.4.5 Expense reimbursement and Advance Policy.
- 3.5 The Contractor shall notify the Department of any changes in personnel, individual salaries, or amounts of time employed within one (1) month of the change occurring. The Contractor shall:
- 3.5.1 Require all employees, Board of Directors members, or volunteers who drive Contractor owned vehicles:
 - 3.5.1.1 Sign a State of New Hampshire release of individual motor vehicle driver records form.
 - 3.5.1.2 Ensure that individual driving records indicate a safe driving record.
 - 3.5.1.3 Participate in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

- 3.6 The Contractor shall conduct pre- and post-tests for all trainings described in Section 2, Scope of Services in order to determine changes in participant skill, knowledge and confidence. The Contractor shall:
- 3.6.1 Conduct pre and post-tests at each training.
 - 3.6.2 Evaluate data on a semi-annual basis in order to determine the effectiveness of services provided in Section 2, Scope of Work.

4. REPORTING REQUIREMENTS

- 4.1 The Contractor shall submit on paper quarterly financial and statistical reports within thirty (30) days after the end of each quarter. Quarterly financial reports shall include;
- 4.1.1 A Corporate Balance Sheet.
 - 4.1.2 Income Statement shall be based on the accrual method of accounting.



- 4.1.3 Budget-to-Actual Revenue and Expense report (Form A) shall be based on the cash method of accounting.
- 4.1.4 Total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 4.2 The Contractor shall cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMSA) of the Federal Public Health Service.
- 4.3 The Contractor shall provide a monthly training report that includes, but is not limited to:
 - 4.3.1 The names and numbers of training provided for the previous month.
 - 4.3.2 The number of individuals that participated in each training offered.
 - 4.3.3 Individual and collective results of pre & post tests for each type of training.

5. DELIVERABLES

- 5.1 Support Services
 - 5.1.1 The Contractor shall provide family-to-family support services described in Section 2.1.1.1 each year to a minimum of:
 - 5.1.1.1 Sixty-five (65) families who have an adult affected by mental illness.
 - 5.1.1.2 Fifty (50) families who have a child affected by mental illness.
 - 5.1.1.3 Thirty-five (35) families who have an older adult affected by mental illness.
 - 5.1.2 The Contractor shall respond to a minimum of one thousand (1,000) inquiries described in Section 2.1.1.2, per year.
 - 5.1.3 The Contractor shall post six (6) podcasts on topics relevant to family education and support, suicide prevention, and supports to those bereaved by suicide, per year as described in Section 2.1.1.4.
 - 5.1.4 The Contractor shall distribute a minimum of six thousand one hundred twenty (6,120) resources described in Section 2.1.1.5, per year, of which one hundred twenty (120) shall be in the Spanish language.
 - 5.1.5 The Contractor shall distribute a minimum of three hundred (300) Next of Kin Resources packets described in Section 2.1.1.6, statewide per year.



5.2 Training/Classes/Presentations

- 5.2.1 The Contractor shall provide a minimum of five (5) Family-to-Family classes each year, containing twelve (12) sessions each, as described in Section 2.1.2.1, statewide, which shall be available to a minimum of twenty (20) participants per class.
- 5.2.2 The Contractor shall provide Side-By-Side classes described in Section 2.1.2.2 to a minimum of one hundred forty (140) participants per year.
- 5.2.3 The Contractor shall provide a minimum of fifteen (15) facilitated support groups described in Section 2.1.1.3 per year.
- 5.2.4 The Contractor shall assist a minimum of fifteen (15) advocacy leaders per year, as described in Section 2.1.2.4.
- 5.2.5 The Contractor shall provide a minimum of four (4) facilitated Connection Groups per year, as described in Section 2.1.2.5.
- 5.2.6 The Contractor shall facilitate social media support groups as described in Section 2.1.2.6 and Section 2.1.2.7 to a minimum of one hundred (100) members per year.
- 5.2.7 The Contractor shall conduct a minimum of three (3) educational presentations described in Section 2.1.2.8 per year.
- 5.2.8 The Contractor shall conduct one (1) conference per year as described in Section 2.1.2.9, which shall accept a minimum of one hundred twenty-five (125) participants.
- 5.2.9 The Contractor shall recruit a minimum of fifteen (15) new youth participants per year through services described in Section 2.1.3.1.
- 5.2.10 The Contractor shall provide retraining described in Section 2.1.3.2 to a minimum of ten (10) teachers per year.
- 5.2.11 The Contractor shall provide teacher/leadership training described in Section 2.1.3.3 to a minimum of six (6) teachers per year.
- 5.2.12 The Contractor shall provide support group facilitator retraining described in Section 2.1.3.4 to a minimum of ten (10) facilitators per year.
- 5.2.13 The Contractor shall provide support group facilitator training described in Section 2.1.3.5 to a minimum of six (6) facilitators per year.
- 5.2.14 The Contractor shall provide NAMI Connection Facilitator trainings described in Section 2.1.3.6 to a minimum of four (4) facilitators per year.



- 5.2.15 The Contractor shall provide IOOV training and retraining for a minimum of eight (8) presenters per year, as described in Section 2.1.3.7.
- 5.2.16 The Contractor shall provide LI training described in Section 2.1.3.8 to a minimum of six (6) presenters per year.
- 5.2.17 The Contractor shall provide a minimum of two (2) public policy leadership trainings to a minimum of forty-eight (48) participants per year, as described in Section 2.1.3.9.
- 5.2.18 The Contractor shall provide a minimum of two thousand four hundred (2,400) hours of technical assistance as described in Section 2.1.3.10, per year.
- 5.3 Public Education
- 5.3.1 The Contractor shall publish a minimum of twelve (12) E-news anti-stigma articles, MIAW activities, and the NAMI NH Walk per year, in accordance with Section 2.1.4.1.
- 5.3.2 The Contractor shall conduct a minimum of forty (40) 'In Our Own Voice' presentations per year, as described in Section 2.1.4.2.
- 5.3.3 The Contractor shall conduct a minimum of ten (10) 'Life Interrupted' presentations per year, as described in Section 2.1.4.3.
- 5.3.4 The Contractor shall provide twenty (20) public presentations per year, as described in Section 2.1.4.4.
- 5.3.5 The Contractor shall provide one (1) Mental Health First Aid training per year, as described in Section 2.1.4.5.
- 5.4 Suicide Prevention & Intervention Training
- 5.4.1 The Contractor shall conduct a minimum of four (4) education and awareness events per year, as described in Section 2.1.5.1.
- 5.4.2 The Contractor shall conduct a minimum of two (2) key service provider trainings lasting a minimum of six (6) hours each per year, as described in Section 2.1.5.2.
- 5.4.3 The Contractor shall provide a minimum of fifty (50) hours of technical assistance per year, as described in Section 2.1.5.3.
- 5.4.4 The Contractor shall provide train-the-trainer trainings to a minimum of twelve (12) participants per year, as described in Section 2.1.5.4.
- 5.5 Suicide Post-Vention



- 5.5.1 The Contractor shall provide a minimum two (2) 'post-vention' trainings per year to key service providers, as described in Section 2.1.6.1.
- 5.5.2 The Contractor shall provide a minimum of seventy-two (72) hours of technical assistance per year, as described in Section 2.1.6.2.
- 5.6 Survivors of Suicide Supports
- 5.6.1 The Contractor shall provide a minimum of twenty-four (24) hours of technical assistance per year, as described in Section 2.1.7.1.
- 5.6.2 The Contractor shall provide technical assistance, as described in Section 2.1.7.2, to a minimum of eight (8) groups per year.
- 5.6.3 The Contractor shall publish and distribute a minimum of three thousand (3,000) newsletters per year, as described in Section 2.1.7.3.
- 5.6.4 The Contractor shall coordinate a minimum of eight (8) presentations per year, as described in Section 2.1.7.4.
- 5.6.5 The Contractor shall retrain a minimum of fifteen (15) survivors of suicide loss speakers per year, as described in Section 2.1.7.5.
- 5.6.6 The Contractor shall provide a minimum of one hundred (100) hours of support per year, as described in Section 2.1.7.6.
- 5.7 Military Culture Awareness Initiative
- 5.7.1 The Contractor shall conduct a minimum of three (3) focus groups and five (5) interviews as described in Section 2.2.1.
- 5.7.2 The Contractor shall coordinate a minimum of three (3) regional events, as described in Section 2.2.2.
- 5.7.3 The Contractor shall conduct a minimum of one (1) State Conference, as described in section 2.2.3.
- 5.7.4 The Contractor shall conduct a minimum of four (4) Mental Health First Aid trainings as described in Section 2.2.4.
- 5.7.5 The Contractor shall conduct a minimum of one (1) LI training to six (6) unique participants, as described in Section 2.2.5.
- 5.7.6 The Contractor shall conduct a minimum of one (1) IOOV training to six (6) unique participants, as described in Section 2.2.6.
- 5.7.7 The Contractor shall conduct a minimum of one (1) Survivors of Suicide Loss training to six (6) unique participants, as described in Section 2.2.7.
- 5.7.8 The Contractor shall provide a minimum of seven hundred eighty (780) hours of technical assistance, as described in Section 2.2.8.



5.7.9 The Contractor shall provide a participant list of all participants attending activities in Section 2.2 within ten (10) days after each event occurring.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.778 US Department of Health & Human Services, Balancing Incentive Program (BIP).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-5, Budget.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 5.1. Payments shall be made on cost reimbursement basis only, for allowable expenses and in accordance with Exhibits B-1, Budget through Exhibit B-5, Budget.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget through Exhibit B-5, Budget.
 - 5.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 5.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 4, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget through Exhibit B-5, Budget for the previous month by the tenth (10th) working of the current month.
 - 5.5. The invoices for services outlined in Exhibit B-1, Budget, through Exhibit B-5 Budget shall be submitted preferably by e-mail on Department approved invoices to:

Nina McLean, Program Specialist IV
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
nmclean@dhhs.state.nh.us
 - 5.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
7. 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.



Exhibit B

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DRHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 428,739.00	\$ 51,449.80	\$ 480,188.80	\$ 182,858.00	\$ 21,943.80	\$ 204,801.80	\$ 245,881.00	\$ 29,506.00	\$ 275,387.00
2. Employee Benefits	\$ 133,295.60	\$ 15,996.15	\$ 149,291.75	\$ 56,235.80	\$ 5,748.15	\$ 62,983.95	\$ 77,060.00	\$ 9,248.00	\$ 86,308.00
3. Consultants	\$ 3,500.00	\$ 420.00	\$ 3,920.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 420.00	\$ 3,920.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Deprecation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 34,675.00	\$ 4,162.00	\$ 38,837.00	\$ 5,434.00	\$ 653.00	\$ 6,087.00	\$ 29,241.00	\$ 3,509.00	\$ 32,750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 35,935.00	\$ 4,312.20	\$ 40,247.20	\$ 24,000.00	\$ 2,880.00	\$ 26,880.00	\$ 11,935.00	\$ 1,432.20	\$ 13,367.20
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 7,530.00	\$ 904.00	\$ 8,434.00	\$ 3,780.00	\$ 454.00	\$ 4,234.00	\$ 3,750.00	\$ 450.00	\$ 4,200.00
Postage	\$ 925.00	\$ 111.20	\$ 1,036.20	\$ 540.00	\$ 65.00	\$ 605.00	\$ 385.00	\$ 46.20	\$ 431.20
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	\$ 644,599.60	\$ 77,355.35	\$ 721,954.95	\$ 272,847.60	\$ 32,743.95	\$ 305,591.55	\$ 371,752.00	\$ 44,611.40	\$ 416,363.40

Indirect As A Percent of Direct

12.0%

Contractor Initials

Date: 7/1/15

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Suicide Prevention

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

Line Item	Total Program Costs			Contractor Share / Match			Funded by DHH's contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 47,183.20	\$ 5,822.44	\$ 47,785.84	\$ 7,027.20	\$ 1,405.44	\$ 8,432.64	\$ 35,136.00	\$ 4,217.00	\$ 39,353.00
2. Employee Benefits	\$ 15,544.40	\$ 1,355.00	\$ 14,899.40	\$ 2,257.40		\$ 2,257.40	\$ 11,787.00	\$ 1,355.00	\$ 12,642.00
3. Consultants	\$ 1,000.00	\$ 120.00	\$ 1,120.00				\$ 1,000.00	\$ 120.00	\$ 1,120.00
4. Equipment:									
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:									
Educational	\$ 3,517.40	\$ 351.24	\$ 3,868.64	\$ 585.40		\$ 585.40	\$ 2,927.00	\$ 351.24	\$ 3,278.24
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 1,243.20	\$ 124.00	\$ 1,367.20	\$ 207.20		\$ 207.20	\$ 1,036.00	\$ 124.00	\$ 1,160.00
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses									
Telephone	\$ 600.00	\$ 60.00	\$ 660.00	\$ 100.00		\$ 100.00	\$ 500.00	\$ 60.00	\$ 560.00
Postage	\$ 560.40	\$ 56.04	\$ 616.44	\$ 93.40		\$ 93.40	\$ 487.00	\$ 56.04	\$ 523.04
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 62,623.60	\$ 7,688.72	\$ 70,312.32	\$ 10,270.60	\$ 1,405.44	\$ 11,676.04	\$ 52,353.00	\$ 6,283.28	\$ 58,636.28

Indirect As A Percent of Direct 12%

Contractor Initials

Date

[Handwritten Signature]
 7/9/15

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Military Cultural Awareness

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

Line Item	Total Program Costs			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 34,950.00	\$ 4,194.00	\$ 39,144.00	\$ 34,950.00	\$ 4,194.00	\$ 39,144.00
2. Employee Benefits	\$ 10,854.00	\$ 1,304.00	\$ 12,158.00	\$ 10,854.00	\$ 1,304.00	\$ 12,158.00
3. Consultants	\$ 100,400.00	\$ 12,048.00	\$ 112,448.00	\$ 100,400.00	\$ 12,048.00	\$ 112,448.00
4. Equipment:						
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:						
Educational	\$ 69,000.00	\$ 7,280.00	\$ 77,280.00	\$ 69,000.00	\$ 7,280.00	\$ 77,280.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses						
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 8,000.00	\$ 960.00	\$ 8,960.00	\$ 8,000.00	\$ 960.00	\$ 8,960.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in narrative):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 223,214.00	\$ 28,788.00	\$ 250,000.00	\$ 223,214.00	\$ 28,788.00	\$ 250,000.00

Indirect As A Percent of Direct 12.0%

Contractor Initials: *[Signature]*
 Date: 7/1/15

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

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2016-June 30, 2017

Line Item	Contractor/Share/Match/Other			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 241,739.00	\$ 29,009.00	\$ 270,748.00	\$ 241,739.00	\$ 29,009.00	\$ 270,748.00
2. Employee Benefits	\$ 79,877.00	\$ 9,585.00	\$ 89,462.00	\$ 79,877.00	\$ 9,585.00	\$ 89,462.00
3. Consultants	\$ 3,500.00	\$ 420.00	\$ 3,920.00	\$ 3,500.00	\$ 420.00	\$ 3,920.00
4. Equipment:						
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:						
Educational	\$ 29,241.00	\$ 3,509.00	\$ 32,750.00	\$ 29,241.00	\$ 3,509.00	\$ 32,750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 11,977.00	\$ 1,437.00	\$ 13,414.00	\$ 11,977.00	\$ 1,437.00	\$ 13,414.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses						
Telephone	\$ 3,750.00	\$ 450.00	\$ 4,200.00	\$ 3,750.00	\$ 450.00	\$ 4,200.00
Postage	\$ 385.00	\$ 46.11	\$ 431.11	\$ 385.00	\$ 46.11	\$ 431.11
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 370,468.00	\$ 44,456.11	\$ 414,925.11	\$ 370,468.00	\$ 44,456.11	\$ 414,925.11

Indirect As A Percent of Direct

12.0%

Contractor Initials: *RJM*
Date: *7/9/15*

Exhibit B-5 Budgets

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

Bidden Program Name: NAMI New Hampshire

Budget Request for: Suicide Prevention

Budget Period: July 1, 2018-June 30, 2017

Line Item	Total Program Costs			Contractor Share / Matching			Funded by DHHS contract, where:		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 35,839.00	\$ 4,300.68	\$ 40,139.68				\$ 35,839.00	\$ 4,300.68	\$ 40,139.68
2. Employee Benefits	\$ 12,100.00	\$ 1,452.00	\$ 13,552.00				\$ 12,100.00	\$ 1,452.00	\$ 13,552.00
3. Consultants	\$ 1,000.00	\$ 120.00	\$ 1,120.00				\$ 1,000.00	\$ 120.00	\$ 1,120.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational	\$ 2,696.00	\$ 323.52	\$ 3,019.52				\$ 2,696.00	\$ 323.52	\$ 3,019.52
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 1,036.00	\$ 124.00	\$ 1,160.00				\$ 1,036.00	\$ 124.00	\$ 1,160.00
7. Occupancy									
8. Current Expenses									
Telephone	\$ 500.00	\$ 60.00	\$ 560.00				\$ 500.00	\$ 60.00	\$ 560.00
Postage	\$ 467.00	\$ 56.04	\$ 523.04				\$ 467.00	\$ 56.04	\$ 523.04
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	\$ 53,638.00	\$ 6,436.24	\$ 60,074.24				\$ 53,638.00	\$ 6,436.24	\$ 60,074.24

Indirect As A Percent of Direct

12%

Contractor Initials: *[Signature]*

Date: 7/6/15



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;

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7/9/15



- 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.

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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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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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



New Hampshire Department of Health and Human Services
Exhibit C

- 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.

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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.

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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

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

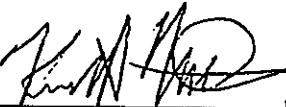
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements 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.

Contractor Name:

7/9/15
Date


Name: KENNETH NORTON
Title: EXECUTIVE DIRECTOR


7/9/15



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

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

Contractor Name:

Date 7/9/15


Name: KENNETH NORTON
Title: EXECUTIVE DIRECTOR



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

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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 (l)(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.

7/9/15
Date

Contractor Name:

Name: KENNETH NORTON
Title: EXECUTIVE DIRECTOR

Contractor Initials KN
Date 7/9/15



**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

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

Date

7/9/15

New Hampshire Department of Health and Human Services
Exhibit G

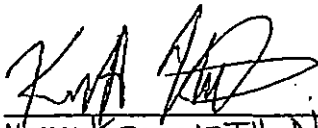


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for 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.

7/9/15
Date

Contractor Name:

Name: KENNETH NORTON
Title: EXECUTIVE DIRECTOR