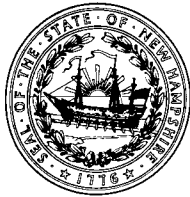


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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-626-2983 TDD Access: 1-800-735-2964

April 4, 2014

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

Sole Source

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing **sole source** agreement with the Granite State Federation of Families for Children's Mental Health (Vendor Code 158644), 497 Hooksett Road #258, Manchester, NH 03104, by increasing the price limitation by \$103,859 from \$83,059 to \$186,918 and extending the contract completion date from June 30, 2014 to June 30, 2015 effective the date of Governor and Executive Council approval. This sole source agreement was originally approved by the Governor and Executive Council on July 10, 2013 (Item #36).

Funds are available in State Fiscal Years 2014 and 2015 in the following accounts with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office, if needed and justified.

05-95-49-490510-29840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, ST4Y GRANT

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Program Services	49052984	\$83,059	\$10,400	\$93,459
2015	102-500731	Contracts for Program Services	49052984	\$0	\$93,459	\$93,459
Total:				\$83,059	\$103,859	\$186,918

EXPLANATION

The purpose of this request is to amend an existing **sole source** agreement between the Department and the Granite State Federation of Families for Children's Mental Health by increasing the price limitation by \$103,859 from \$83,059 to \$186,918 and extending the completion date from June 30, 2014 to June 30, 2015. The additional funds for State Fiscal Year 2014 will be used by the vendor to increase activities of the youth coordinator in order to support youth enrolled in the System of Care. Increased activities of the youth coordinator will provide youth who are in the System of Care with more leadership opportunities.

The original sole source agreement approved by Governor and Council on July 10, 2013 (Item #36) included provisions for the renewal of this contract subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The vendor has provided satisfactory performance of services and the Department is requesting that the Governor and Executive Council approve a one-year extension of this sole source contract.

The original request was sole source because the Substance Abuse and Mental Health Services Administration required states applying for the System of Care Expansion Implementation grant to identify specific participating organizations in their grant submissions

New Hampshire identified all known family support agencies that have previously worked in concert with the State's Community Based Care System. The identified agencies were the Granite State Federation of Families for Children's Mental Health, the National Alliance on Mental Illness New Hampshire, and Families Advocating for Substance Abuse Treatment, Education and Recovery. The Substance Abuse and Mental Health Services Administration awarded the State of New Hampshire a System of Care Implementation grant based largely on the qualifications of these three organizations. These three organizations support individuals of all ages and their families who are affected by mental illness and/or addiction.

The Granite State Federation of Families for Children's Mental Health was awarded the sole source contract in order to expand youth leadership opportunities in New Hampshire by establishing a Youth Motivating Others through Voices of Experience (MOVE) Chapter in New Hampshire. Youth Motivating Others through Voices of Experience is a national organization consisting of young people who have lived through various public child-serving systems, such as behavioral health, child protection, juvenile justice and special education systems.

In addition to establishing a Youth Motivation Others through Voices of Experience Chapter in New Hampshire, other related activities of this vendor include expanding youth leadership training opportunities for specialized roles such as social marketing, training professional partners and public policy.

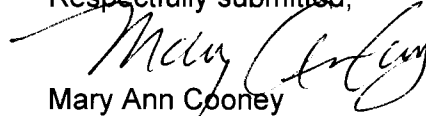
Should Governor and Council not authorize this request to amend the original agreement, the momentum to transform children's mental health service delivery systems will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers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

Area Served: Statewide

Source of Funds: 100% Federal Funds

In the event that federal funds are no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Youth Leadership in Behavioral Health Contract**

This first Amendment to the Youth Leadership in Behavioral Health contract (hereinafter referred to as "Amendment #1") dated this 19th day of February, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Granite State Federation of Families for Children's Mental Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 497 Hooksett Road #258 Manchester, NH 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #36), 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 Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Section 2, the State may, extend the terms of the contract for up to two (2) 1-year terms by mutual agreement of the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval of the Governor and Executive Council;

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

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

Amend as follows:

- Form P-37, General Provisions, Item 1.7, Completion Date, to read:
6/30/2015
- Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$186,918
- Exhibit B, Granite State Federation of Families, Payment Method, Item 1, to read:
DHHS shall pay the Contractor an amount not to exceed \$186,918 for the services provided pursuant to Exhibit A- Scope of Services.
- Exhibit B, Granite State Federation of Families, Payment Method, Item 2, to read:
The contract period is effective upon approval of the Governor and Executive Council through June 30, 2015.
- Standard Exhibit C-1, Additional Special Provisions, Item 2, to read:
This contract shall commence upon Governor and Executive Council approval and terminate on June 30, 2015 with the option for one (1) one-year extension of the term of the contract to be exercised by mutual agreement by the parties, upon acceptable performance of the Scope of Services, availability of funding and subsequent approval by the Governor and Executive Council.
- Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:
From: 5/1/2013 To: 6/30/2015
- Standard Exhibit E, Certification Regarding Lobbying, to read:
Contract Period: 05/01/13 through 06/30/15

New Hampshire Department of Health and Human Services
Youth Leadership in Behavioral Health Contract



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

4/14/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Granite State Federation of Families

4/3/14
Date

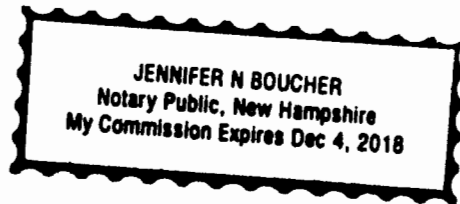
Gathleen M. Hoyle
NAME and TITLE

Acknowledgement:

State of NH, County of Rockingham on April 3, 2014 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

Jennifer Boucher
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
Youth Leadership in Behavioral Health Contract



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

OFFICE OF THE ATTORNEY GENERAL

4/23/14
Date

Amanda C. Godlewski
Name: Amanda C. Godlewski
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 GRANITE STATE FEDERATION OF FAMILIES is a New Hampshire nonprofit corporation formed February 11, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine Pavitt, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Granite State Federation of Families for Children's Mental Health, Inc
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 18, 2014:
(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 3rd day of April, 2014.
(Date Contract Signed)

4. Kathleen M Abate is the duly elected Executive Director

of the Agency.

Elaine Pavitt
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

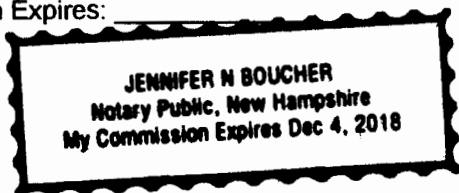
The forgoing instrument was acknowledged before me this 3 day of Apr., 2014.

By Elaine Pavitt
(Name of Elected Officer of the Agency)

Jennifer N Boucher
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2014

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

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


PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Frances McEvoy	
	PHONE (A/C No. Ext): (603) 669-3218	FAX (A/C No): (603) 645-4331
E-MAIL ADDRESS: fmcevoy@crossagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins Co		18058
INSURER B: Markel Ins Co		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL, BA & WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1064267	9/17/2013	9/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK1064267	9/17/2013	9/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
							\$
							\$
							\$
B	UMBRELLA LIAB			WC009583205 (3a.) NH All officers included	9/17/2013	9/17/2014	EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER (603) 785-7948 State of NH Dept. of Health & Human Services 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Frances McEvoy/BNS 
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GRANITE STATE FEDERATION OF FAMILIES, INC.

AUDITED FINANCIAL STATEMENTS

JUNE 30, 2010

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**WHEELER, RING,
DOLAN & DUPUIS, P.C.**

CPA

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

Board of Directors
Granite State Federation of Families, Inc.
Manchester, New Hampshire

We have audited the accompanying statement of financial position of the Granite State Federation of Families, Inc., (a non-profit organization) as of June 30, 2010 and the related statement of activities and changes in net assets and of cash flows for the year then ended. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Granite State Federation of Families, Inc., as of June 30, 2010, and the statement of activities and changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, New Hampshire
February 23, 2011

GRANITE STATE FEDERATION OF FAMILIES, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2010

ASSETS

Current Assets	
Cash and Cash Equivalents	\$ 35,510
Accounts Receivable	<u>21,293</u>
Total Current Assets	56,803
Property and Equipment, Net	10,262
Less Accumulated Depreciation	<u>9,335</u>
Net Property and Equipment	<u>927</u>
TOTAL ASSETS	<u>\$ 57,730</u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accrued Payroll and Related Expense	\$ 2,544
Accounts Payable	<u>1,358</u>
Total Current Liabilities	3,902
Net Assets	
Unrestricted	<u>53,828</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 57,730</u>

(See accompanying notes to these financial statements)

GRANITE STATE FEDERATION OF FAMILIES, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2010

Operating Revenue	
Net Program Service Fees	\$ 82,623
Operating Expenses	
Salaries and Wages	77,345
Staff Development	12,775
Employee Benefits and Payroll Taxes	10,111
Telephone	7,516
Professional Services	1,425
Insurance	1,384
Office Expenses	1,232
Travel	1,144
Depreciation	330
Other Operating Expenses	<u>1,845</u>
Total Operating Expenses	<u>115,107</u>
OPERATING (LOSS) INCOME	(32,484)
Other Revenue/(Expense)	
Fundraising Income	3,038
Fundraising Expenses	<u>(1,357)</u>
Total Other Revenue/(Expense)	<u>1,681</u>
DECREASE IN NET ASSETS	(30,803)
Net Assets at Beginning of Year	<u>84,631</u>
NET ASSETS AT END OF YEAR	<u>\$53,828</u>

(See accompanying notes to these financial statements)

GRANITE STATE FEDERATION OF FAMILIES, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2010

Cash Flows From Operating Activities	
Change in Net Assets	\$ (30,803)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	330
(Increase) decrease in the following assets:	
Accounts Receivable	14,554
Increase (decrease) in the following liabilities:	
Accounts Payable	(105)
Accrued Payroll and Related Expenses	<u>(79)</u>
Net Cash (Used) Provided by Operating Activities	<u>(16,103)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	<u>(16,103)</u>
Cash and Cash Equivalents, Beginning of Year	<u>51,613</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 35,510</u>

(See accompanying notes to these financial statements)

GRANITE STATE FEDERATION OF FAMILIES, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010

NOTE 1 NATURE OF ORGANIZATION

Organization

The Agency is a non-stock, non-profit corporation organized in New Hampshire. The Agency's primary purpose is to provide a statewide family run organization focused on the needs of children and youth with emotional, behavioral and/or mental disabilities and their families. The Agency is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

NOTE 2 SIGNIFICANT ACCOUNT POLICIES

Basis of Accounting

The financial statements of Granite State Federation of Families, Inc. have been prepared on the accrual basis of accounting.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less.

Income Taxes

The Agency is a not-for-profit agency that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Agency adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

GRANITE STATE FEDERATION OF FAMILIES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2010

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Agency has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Agency believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Agency's financial condition, results of operations or cash flows. Accordingly, the Agency has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2010.

Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Allowance for Doubtful Accounts

The Granite State Federation of Families, Inc. considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Financial Statement Presentation

Financial Statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profits Organizations". Under SFAS No. 117, Granite State Federation of Families, Inc. is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets are comprised of operating revenues and expenses. Granite State Federation of Families, Inc. currently has \$53,828 unrestricted net assets as of June 30, 2010.

Temporary Restricted Net Assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Agency. Granite State Federation of Families, Inc. currently has no temporarily restricted net assets as of June 30, 2010.

GRANITE STATE FEDERATION OF FAMILIES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2010

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently Restricted Net Assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Agency. Granite State Federation of Families, Inc. has no permanently restricted net assets as of June 30, 2010.

Contributed Services

During the year ended June 30, 2010, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded.

Excess of Revenue Over Expenses

The statement of activities includes excess of revenue over expenses. Changes in unrestricted net assets which are excluded from excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 3 FUNCTIONAL EXPENSES

The Agency provides various services to residents within a geographic location. Expenses related to providing these services are as follows:

Program Services	\$ 91,497
Administrative and General	<u>23,610</u>
Total	<u>\$115,107</u>

GRANITE STATE FEDERATION OF FAMILIES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2010

NOTE 4 RETIREMENT PLAN

The agency has adopted a SIMPLE IRA retirement plan. Employees of the Agency who received at least \$5,000 in compensation from the employer during any two preceding calendar years are eligible. The employees' contribution to the plan for the year ending June 30, 2010 was \$2,402.

NOTE 5 EVALUATION OF SUBSEQUENT EVENTS

The Agency has evaluated subsequent work through February 23, 2011, the date which the financial statements were available to be issued.

Granite State Federation of Families

("*" denotes family member/youth)

	Address	Cell/Email
*Donna Raiche Board VP- term began 7/12		
*Mariellen Mackay Board P- term began 8/12		
Francine Driscoll Second term began 8/11		
Beth Lorsbach, Esq. Second Term began 8/11		
*Christen Maher Term began 8/12		
*Justin Tilbe Term began 9/12		
*Wendy Garrity Second Term began 4/11		
Elaine Pavitt, Treas. Term Began 9/12		

<p>*Elizabeth Webster Member, Term Began 5/13</p>		
<p>*MaryEllen Yatsus Member, Term Began 5/13</p>		
<p>*Dawn Jennerjohn Secretary, Term Began 5/13</p>		

Kathleen M. Abate

Education: B.A. in History and English, Magna cum Laude, University of New Hampshire at Manchester, 1995

Professional Experience:

7/2000-present: Executive Director, Federation of Families for Children's Mental Health, Manchester, NH.
Responsible for all the day-to-day functions of a children's mental health support, advocacy, and training non-profit organization. Active in designing and in carrying out all facets of our service and mission, including designing a statewide training curriculum in effective Systems of Care for children and their families as well as the use of Wraparound as a tool for effective support to families. Provide state level family leadership to all Bureau of Behavioral Health and System of Care initiatives.

11/1999-7/2000: Service Broker, Moore Center Services, Manchester, NH

Asked to create means and templates for consumers to gain greater fiscal and planning control over the ways in which their supports were identified and delivered. Assisted in developing fiscal intermediary options, individualizing budgets, facilitating planning, and writing agency protocol, procedures and policies which would facilitate greater choice and control for consumers while ensuring risk and liability for the service provider were minimized.

11/1995-11/1999: Service Coordinator and MIMs Program Coordinator, Moore Center Services, Manchester, NH

Provided service planning and advocacy supports to adults diagnosed with complex and multiple challenges, including developmental disabilities, traumatic brain injury, and severe and chronic mental illness. Was responsible for initiating and designing the first fully developed inter-agency Mental Illness Management Services program in the state, whereby appropriate symptom management services were made fully available to adults and children with multiple and complex dd/mh challenges. Headed up several special projects and served on several different committees related to treatment and service issues and systems change. Served as a mentor and trainer to newer staff to the agency.

6/1991-11/1995: Independent Living Case Manager, Moore Center Services, Manchester, NH

Provided both direct and indirect supports and services to adults with dual diagnoses and their families in the Greater Manchester area. Position required detailed knowledge of the local, state, and federal benefits systems, including Medicaid, Medicare, Social Security and Section 8 Housing. Assisted with teaching effective self-advocacy as well as skills of daily living and of social interactions.

Family Experience: Mother of four, one of whom is diagnosed with an anxiety disorder and who has received treatment and services in various public agencies, including the public mental health system, CARE NH, and a therapeutic day placement.

References Available Upon Request

Hannah E. Raiche

SCHOOL ACTIVITIES

- Simmons College Hall Council Representative (13, 14)
- Simmons College Dean's List (13, 14)
- National Honor Society Member (11, 12)
- National English Honor Society (11, 12)
- World Language National Honor Society Member (10,11, 12)
- The Little Green Newspaper Opinion Editor (12)

VOLUNTEER ACTIVITIES

- Our Lady of Perpetual Help Mission Grammar School (2011-Present)
Served as a teacher's aid in a 7th grade literacy classroom.
- Timilty Elementary School (2011)
Served as a mentor for sixth grade, college-bound students in the AVID program.
- Mayor's Committee on Increasing the Graduation Rate in Manchester (2008-2009)
Served as co-chair of the class scheduling and attendance policy workgroup with the Superintendent of Manchester public schools.
- LifeShare (2008-2009)
Provided private guitar lessons for people with disabilities.
- Mayor's Youth Advisory Council (2006-2009)
Served as member At-Large and Secretary and contributed an extensive amount of research to find solutions to problems with public policy from a youth perspective.
- Seacoast Science Center (2006-2008)
Provided assistance during a range of different projects on special event days as well as volunteering at the Center's summer and winter camps for children.
- YWCA PACT Leadership Program (2005)
Attended weekly meetings as well as visited many community resources to gain knowledge and ultimately become an approachable leader and a helpful source of information for peers.
- Moore Center Services (2004-2009)
Worked as a volunteer at holiday parties and dances for clients.
- St. Catherine of Sienna Catholic Church (2005)
Participated in the Parish's holiday fair by running a face-painting booth for the children's enjoyment.
- David R. Cawley Middle School (2005)
Joined Cat Allard in speaking to fifth graders about the skills needed to transition to the sixth grade.

WORK EXPERIENCE

- Office of Youth Services (11, 12)
Worked as a secretary.
- Strong Women, Strong Girls (2009-present)
Worked as a mentor for underprivileged youth in Dorchester and Roxbury schools and served as the newsletter coordinator.
- Work Opportunities Unlimited (Summer 2010, 2011)
Worked as a career resource specialist supporting adults with physical and intellectual disabilities on the job and in the community.

JUSTIN TILBE

Special skills and Qualifications

- Self-motivated
- Quick learner
- Great public speaking
- Organization
- Strong computer skills
- Planning outlines for success
- A leader

Education

Exeter Adult High School Diploma, June 2010

Hesser College Criminal Justice associates degree

Experience

- Supervisor six plus workers
- maintaining a safe work environment
- Excellent customer service

Employers

Granite State Federation of Families for Children's Mental Health, 2012-present

Panera Bread, Nashua NH, 2012- current

Target, Nashua NH, 2011- 2012

KEY ADMINISTRATIVE PERSONNEL

Granite State Federation of Families: FAST Forward Grant

Position	Name	FTEs	Salary_	Salary contributed from DHHS	% of Salary from DHHS
Executive Director	Kathleen Abate	1.0	\$ 47,000	\$ 17,390	37%



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

Nicholas A. Toumpas
 Commissioner

Maggie Bishop
 Director

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

June 3, 2013

Approved by G+C

Date 7-10-13

Item # 36

Contract # _____

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth & Families to enter into a **sole source** Agreement with Granite State Federation of Families for Children's Mental Health, vendor number 158644, to expand New Hampshire's capacity for youth leadership in the behavioral health system, in an amount not to exceed \$83,059 effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2014. Funds to support this request are anticipated to be available upon the availability and continued appropriation of funds in the future operating budgets.

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

<u>Appropriation</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
05-95-49-490510-29840000	102-500731	Contracts for Program Services	49052984	\$83,059

EXPLANATION

This request is **sole source** because the Substance Abuse and Mental Health Services Administration (SAMHSA) required applicant states to identify specific participating family organizations in their grant submissions. New Hampshire identified all known family support agencies that have previously worked in concert with the State's Community Based Care System. The identified agencies were the Granite State Federation of Families for Children's Mental Health (GSFFCMH), the National Alliance on Mental Illness New Hampshire (NAMI NH), and Families Advocating for Substance Abuse Treatment, Education and Recovery (FASTER). Based largely on the qualifications of these organizations and after a thorough review SAMHSA awarded the the State of New Hampshire a System of Care Implementation grant. The Department of Health and Human Services will be contracting various portions of this grant to each of these family organizations. These three organizations support individuals of all ages and their families who are affected by mental illness and/or addiction.

This grant is being used to develop a sustainable system of care infrastructure for children and youth with serious emotional, behavioral and/or mental health challenges and their families. The infrastructure development will

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

June 3, 2013

Page 2

expand the array of supports for children/ and youth who are involved with two or more systems and who are at risk of out of home placement. GSFFCMH has been a partner in providing youth input to New Hampshire's system of care Expansion Planning Grant and is a partner in New Hampshire's System of Care work.

GSFFCMH was awarded the contract to take the primary role of expanding youth leadership in New Hampshire. This will be accomplished by establishing a Youth MOVE NH Chapter. Youth MOVE (Motivating Others through Voices of Experience) is a national organization, with state chapters of young people who have lived experience in the various public child-serving systems (behavioral health, child protection, juvenile justice and special education). GSFFCMH has worked closely with Youth MOVE National, engaged the services of a Youth MOVE consultant for technical assistance and has provided training opportunities to New Hampshire's youth.

In addition to establishing a Youth MOVE chapter, other related activities will include expanding youth leadership training opportunities for specialized roles such as social marketing, training professional partners and public policy. GSFFCMH staff will also provide training to build Wraparound capacity and participate in state and local governance structures.

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

Area served: statewide.

Source of funds: 100% Federal Funds.

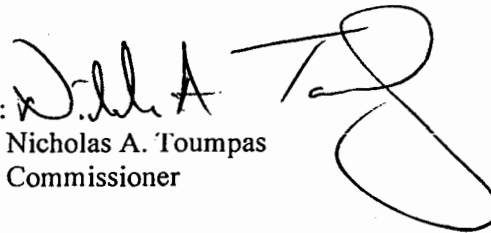
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:



Nicholas A. Toumpas
Commissioner

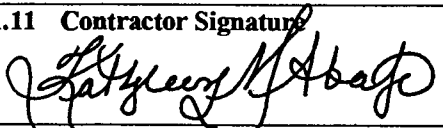
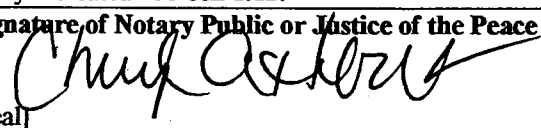

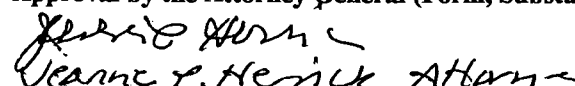
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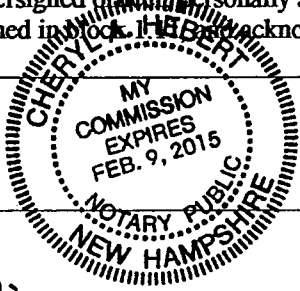
AGREEMENT

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 Division of Children, Youth & Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Granite State Federation of Families for Children's Mental Health		1.4 Contractor Address 497 Hooksett Rd #258 Manchester, NH 03104	
1.5 Contractor Phone Number 603-785-7948	1.6 Account Number 05-95-95-958010-08330000-102-500731	1.7 Completion Date 06/30/14	1.8 Price Limitation \$83,059
1.9 Contracting Officer for State Agency Maggie Bishop		1.10 State Agency Telephone Number 603-271-4440	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Abate, Executive Director	
1.13 Acknowledgement: State of New Hampshire, County of On <u>5-22-13</u> , before the undersigned official, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.12, 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 Cheryl Hebert, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herick, Attorney On: <u>17 Jun. 2013</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/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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.

Granite State Federation of Families
 Exhibit A: Scope of Services 2013-2014

Participation in Leadership Team Engage Youth in Systems of Care Transformation and Youth Move Chapter Development		
Activities	Milestones	Responsible Parties
Develop a pool of youth leaders who are prepared to engage in systems change efforts (Establish link to Steering Committee membership for adult/agency support to efforts)	1. Hire Youth Coordinator and Youth Representatives and orient all to the CBHC Strategic Plan and to general System of Care Values and Principles	3. Executive Director
	2. Engage/contract with Youth Move National consultant to assist in all phases of project	4. Executive Director
	3. Engage youth Coordinator and Youth Reps in Social Marketing/Messaging Training	5. Youth Coordinator, Youth Reps
	4. Establish youth friendly mechanisms for eliciting feedback on social marketing materials for System of Care	6. Youth Coordinator, Youth Reps, Consultant
	5. Establish plan for recruitment, engagement, and retention of potential cross-system youth leaders. Emphasis will be place on outreach to and recruitment of under-served/under-represented populations including youth from minority populations, GLBTQ youth, youth from military families.	7. Youth Coordinator, Youth Reps, Consultant
	6. Finalize a NH centered Youth Move leadership/voice curriculum, to orient	8. Executive Director, Youth Coordinator, Youth Reps

Contractor Initials: KMA

Date: 5/22/13

Granite State Federation of Families
 Exhibit A: Scope of Services 2013-2014

<p>Engage Executive Director in all grant leadership activities</p>	<p>youth to being comfortable in leadership roles and planning group settings.</p> <ol style="list-style-type: none"> Executive Director will engage in all grant governance and leadership activities, including but not limited to: participation on Leadership/Advisory team, participation in Coaching Calls and national TA activities, representation of family perspective on all subgroups/committees as assigned, including CME leadership team, Family and Youth team, Social Marketing and presentation efforts. Executive Director will ensure compliance with all grant responsibilities including reporting, payroll, human resources and administrative functions. 	<ol style="list-style-type: none"> Executive Director Executive Director and Board
<p>Jan-March 2014 Initial Youth Move trainings, North Country and Seacoast</p>	<ol style="list-style-type: none"> Host one Youth Move training event to begin to educate new groups of youth about leadership and self-directed supports Utilize evaluation data from initial trainings to revise training and curriculum 	<ol style="list-style-type: none"> Executive Director, Youth Coordinator, Youth Reps Executive Director, Youth Coordinator, Youth Reps

Contractor Initials: KMA

Date: 5/22/13

Granite State Federation of Families
 Exhibit A: Scope of Services 2013-2014

	3. Establish plan for regular youth representation on the CBHC	3. CBHC, Youth Coordinator, Youth Reps
April-June 2014	<ol style="list-style-type: none"> 1. Host one Youth Move training event to begin to educate new groups of youth about leadership and self-directed supports 2. Convene group of youth to be trained in messaging and social marketing 3. Identify sources for developing potential revenue 4. Revise YM training based on evaluation data, plan for summer events 	<ol style="list-style-type: none"> 1. Youth Coordinator, Youth Reps, Consultant 2. Youth Coordinator, Youth Reps, Consultant, Steering Committee/CBHC Collaborative members 3. Executive Director, Youth Coordinator, Youth Reps 4. Youth Coordinator, Youth Reps

Contractor Initials: KMA
 Date: 5/22/13

EXHIBIT B**Granite State Federation of Families****PAYMENT METHOD**

1. DHHS shall pay the Contractor an amount not to exceed \$83,059 for the services provided pursuant to Exhibit A – Scope of Services.
2. The contract period is effective May 1, 2013 or upon approval of Governor and Executive Council, whichever is later through June 30, 2014.
3. The Contractor must complete, and DHHS must approve and accept, all required services as outlined in the Exhibit A – Scope of Services prior to the release of payments to the Contractor.
4. Any work performed by the Contractor prior to the Effective Date of the contract will not be allowable for reimbursement under this contract.
5. The contractor must submit monthly invoices for reimbursement by the 20th of each month that clearly identifies the amount requested and the services performed during that time period.
 - a. The invoice must include, in addition to the amount, a detailed account of the work performed, and a list of all deliverables completed during that prior month, as outlined in the Exhibit A – Scope of Services.
 - b. The invoice must separately identify any work and amount attributable and performed by an approved subcontractor, if applicable.
 - c. The invoice must separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
 - d. The contractor shall provide matching funds equal to 20% of the contract award amount. This may be in cash or in-kind and cannot be derived from federal sources. Monthly along with the invoice that is submitted to DHHS, the contractor must provide a signed certification as to the amount matched that month, where the match was derived from, along with a statement that the match was not derived from federal sources or used as a match against any other state contract or federal program.
6. For work performed by any approved subcontractor, the Contractor must include the original invoice (or copy of) received from the subcontractor when submitting the Contractor's monthly invoice to DHHS. The Contractor is responsible for reviewing, approving and paying subcontractors directly. DHHS is not responsible for reimbursement to the Contractor.
7. DHHS shall make payment to the Contractor within thirty (30) days of receipt of each invoice.

Contractor Initials: KMADate: 5/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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

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

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