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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  
603-271-9544 1-800-852-3345 Ext. 9544  
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September 20, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **sole source** agreement with NAMI New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, to provide evidence based training, consultation and technical assistance on suicide assessments and prevention to New Hampshire Hospital staff in an amount not to exceed \$98,912, effective upon Governor and Executive Council approval through September 30, 2018. 100% Federal Funds.

Funds are available in State Fiscal Years 2018 and 2019 in the following accounts, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval of the Governor and Executive Council if necessary and justified.

**010-095-049-490510-29850000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMM-BASED CARE SVCS DIV, HHS: COMM-BASED CARE SVCS DIV, BALANCE INCENTIVE PROGRAM BIP**

State Fiscal Year	Class/ Account	Activity/ Job Number	Class Title	Revised Modified Budget
2018	102/500731	49053316	Contracts for Program Services	\$95,586
2019	102/500731	49053316	Contracts for Program Services	\$3,326
<b>Contract Total:</b>				<b>\$98,912</b>

**EXPLANATION**

This request is **sole source** because the Contractor is uniquely positioned to provide suicide assessment and prevention training as well as follow up consultation services and technical assistance to New Hampshire Hospital staff. NAMI New Hampshire has provided similar services to the Department by providing family mutual support and suicide prevention services on a statewide level since 2013.

The Contractor will conduct a minimum of seventeen (17) evidenced based trainings to Department staff based on staff job duties regarding the assessment of individuals at risk of committing suicide. Trainings will include:

- 1) Chronological Assessment of Suicide Events (CASE) Approach.
- 2) Connect Mental Health and Provider training.
- 3) Connect Gatekeeper training.
- 4) Connect Train the Trainer training.
- 5) Connect Postvention training.
- 6) Providers as Survivors of Suicide Loss.
- 7) Ethical Considerations in Suicide Prevention

Trainings will be available to all New Hampshire Hospital Psychologists, Social Workers, Nurses, Mental Health Workers and Recreational staff, as appropriate. Upon completion of each training, staff will be provided with certificates of completion and/or Continuing Education Units that can be applied toward licensure maintenance.

The Contractor will provide a minimum of eight (8) hours of consultation and/or technical assistance to New Hampshire Hospital staff, which includes strategic planning to determine how training will be applied and sustained. The Contractor will consult with New Hampshire Hospital leadership to organize, plan and notify staff of trainings and training schedules. Additionally, NAMI New Hampshire will evaluate whether there is adequate competency-based training for suicide risk assessment and prevention and whether such training is based upon best practices.

The Contractor will also participate on the existing New Hampshire Hospital Suicide Prevention Committee to work toward strategic implementation of suicide prevention best practices that are consistent with the Zero Suicide model of care, which includes:

- a focus on safety planning;
- care transitions;
- continuity of care;
- communication; and
- information exchange between providers.

All trainings will be evaluated by the Contractor through the admission of pre- and post-tests that will be provided to the Department for approval prior to utilization. The Contractor will ensure all participants complete pre- and post-tests. Aggregate information regarding test results will be provided to the Department upon completion of each training session.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital staff will not receive valuable training in the assessment of individuals who are at risk for suicide and suicide prevention strategies. Additionally, staff may not receive the technical assistance and consultation services needed that will ensure continuity of care for individuals in need of acute inpatient psychiatric services.

Geographic Area Served: Statewide

Source of Funds: 100% Federal Funds (CFDA #93.778 U.S. Department of Health and Human Services; Centers for Medicare and Medicaid Services; Medical Assistance Program; Medicaid; Title XIX FAIN #05-1505NHBIPP)

In the event that federal funds become no longer available, additional general funds will not be requested to support this agreement.

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner

Subject: Suicide Assessment & Prevention Training (SS-2018-NHH-09-SUICI)

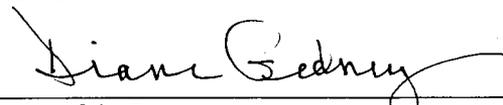
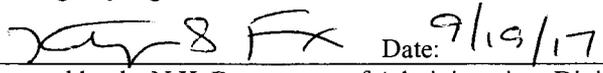
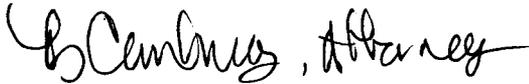
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
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 010-095-049-490510-29850000 -102-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$98,912
1.9 Contracting Officer for State Agency E. Maria Reinemann, Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth NORTON / Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>SEPT. 18, 2017</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, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fix, 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) (if applicable) By:  , Attorney On: <u>Sept 19, 2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Suicide Assessment & Prevention Training (SS-2018-NHH-09-SUICI)

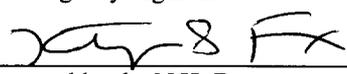
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1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials RM  
Date 9/18/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials RM  
Date 9/18/17

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For purposes of this contract, days shall mean business days, Monday through Friday from 8:00 AM through 4:00 PM, excluding State Employee holidays.
- 1.4. The Contractor shall conduct a minimum of seventeen(17) evidenced based trainings to Department staff based on staff job duties regarding the assessment of individuals at risk of committing suicide. The Contractor shall ensure trainings include, but are not limited to:
  - 1.4.1. Chronological Assessment of Suicide Events (CASE) Approach.
  - 1.4.2. Connect Mental Health and Provider training.
  - 1.4.3. Connect Gatekeeper training.
  - 1.4.4. Connect Train the Trainer training.
  - 1.4.5. Connect Postvention training.
  - 1.4.6. Providers as Survivors of Suicide Loss.
  - 1.4.7. Ethical Considerations in Suicide Prevention

### 2. Scope of Work

- 2.1. The Contractor shall conduct a minimum of two (2) full days of **Chronological Assessment of Suicide Events (CASE)** training, which includes but is not limited to:
  - 2.1.1. Curriculum that provides flexible, practical and easily learned interviewing strategies for eliciting suicidal ideation, planning and intent.
  - 2.1.2. A program designed to increase validity, decrease errors of omission, and increase the client's sense of safety with the interviewer.

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- 2.1.3. Training for fifty-six (56) individuals, including Psychiatrists, Medical Staff and Nurse Practitioners, of which forty shall be New Hampshire Hospital (NHH) staff. Each training shall be available to a maximum of twenty-eight (28) participants per training.
- 2.1.4. Continuing Medical Education units (CMEs) and Continuing Nursing Education units (CNEs), as applicable, for all participants.
- 2.2. The Contractor shall conduct a minimum of four (4) full days of **Connect Mental Health Provider Training**, which includes but is not limited to:
  - 2.2.1. Curriculum that includes suicide warning sign identification; utilization of key elements of the National Suicide Prevention Strategy through a public health approach; intervention practices that focus on communities as a whole in order to work across systems to build safety nets for people at risk for suicide.
  - 2.2.2. An eight (8) hour competency based training program conducted by two (2) Connect Trainers that includes a community planning component that allows for a holistic approach to treatment.
  - 2.2.3. Training shall be provided to Psychologists, Social Workers, Nurses, and Recreation staff of NHH.
  - 2.2.4. Training for two hundred (200) participants, which shall be available to a maximum of fifty (50) participants per training.
  - 2.2.5. Six (6) Category 1 Continuing Education Units (CEUs), as applicable, for all participants.
- 2.3. The Contractor shall conduct a minimum of eight (8) **Connect Gatekeeper Trainings**, which include, but are not limited to:
  - 2.3.1. Curriculum that focuses on recognition of and connecting with individuals at risk for suicide in order to connect those individuals with the appropriate professional to assess their risk level.
  - 2.3.2. In-person and virtual trainings available to a minimum of two hundred thirty (230) NHH Mental Health Workers, which shall be:
    - 2.3.2.1. Organized and planned in consultation with NHH Leadership as specified in Subsection 2.8, Paragraph 2.8.2.
    - 2.3.2.2. Available either through in person or through virtual training for each of the shifts worked by Mental Health Workers, ensuring training is provided on all shifts.
  - 2.3.3. Certificates of Attendance, which shall be provided to all participants upon completion of either the full or half day training.

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- 2.4. The Contractor shall conduct one (1) **Connect Train the Trainer** training, which includes, but is not limited to:
- 2.4.1. Curriculum that focuses on training individuals to effectively serve as trainers in order to train other staff to provide training in the future in order to ensure program and training sustainability.
  - 2.4.2. One (1) two (2)-day training that shall be available to a minimum of eight (8) staff, as identified and selected by the Department.
  - 2.4.3. Certification as a Connect Trainer provided to each participant upon completion of the training.
- 2.5. The Contractor shall conduct one (1) **Connect Postvention Training**, which includes, but is not limited to:
- 2.5.1. Curriculum that focuses on best practices of coordinating a comprehensive and safe response to suicide.
  - 2.5.2. A four (4) hour training program available to a minimum of twenty-five (25) NHH staff who have the ability to assist staff and patients reduce risk and promote healing in the aftermath of a suicide, as selected by the Department.
  - 2.5.3. Six (6) Category 1 CEUs to each participant, as applicable.
- 2.6. The Contractor shall conduct one (1) **Providers as Survivors of Suicide Loss** training, which shall include, but is not limited to:
- 2.6.1. Suicide prevention Grand Rounds in coordination with Dartmouth lasting a minimum of one and one half (1 ½ ) hours.
  - 2.6.2. Availability for a minimum of one hundred (100) participants.
  - 2.6.3. One and one half (1 ½) CMEs and/or CEUs to each participant upon completion, as applicable.
- 2.7. The Contractor shall provide one (1) one **Ethical Considerations in Suicide Prevention** training, which includes, but is not limited to:
- 2.7.1. Ethical considerations Grand Rounds in coordination with Dartmouth lasting a minimum of one and one half (1 ½ ) hours.
  - 2.7.2. Availability for a minimum of one hundred (100) participants.
  - 2.7.3. One and one half (1 ½) CMEs and/or CEUs to each participant upon completion, as applicable.
- 2.8. The Contractor shall provide a minimum of eight (8) hours of **consultation and/or technical assistance** per month for twelve (12) months to NHH, which includes, but is not limited to:
- 2.8.1. Strategic planning to determine how training will be applied and

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- sustained.
- 2.8.2. Consulting with NHH leadership to organize, plan and notify staff of trainings and training schedules.
  - 2.8.3. Evaluating whether there is adequate competency-based training for suicide risk assessment and prevention and whether such training is based upon best practices. If not, take appropriate remedial measures.
  - 2.8.4. Participating on the existing NHH Suicide Prevention Committee to work toward strategic implementation of suicide prevention best practices that are consistent with the Zero Suicide model of care, which includes, but is not limited to:
    - 2.8.4.1. A focus on safety planning.
    - 2.8.4.2. Care transitions.
    - 2.8.4.3. Continuity of care.
    - 2.8.4.4. Communication and information exchange between providers.
- 2.9. The Contractor shall evaluate trainings in Section 2.1 through Section 2.5 utilizing pre and post tests for all participants. The Contractor shall:
- 2.9.1. Ensure all pre and post tests are provided to the Department for approval prior to utilization.
  - 2.9.2. Ensure 100% of participants complete pre and post tests.
  - 2.9.3. Provide an aggregate report of pre and post test results to the Department upon completion of each training.

### 3. Reporting/Deliverables

- 3.1. The Contractor shall provide attendance sheets for each training provided, no later than seventy-two (72) hours after each completed training, to the Department, which shall include but are not limited to:
  - 3.1.1. Name of participant.
  - 3.1.2. Job title and assigned shift.
  - 3.1.3. Email and/or contact telephone number.
- 3.2. The Contractor shall conduct a minimum of eighteen (18) trainings as described in Section 2, Scope of Work.
- 3.3. The Contractor shall submit a final training plan for NHH staff, including Mental Health Workers on all shifts, to the Department for final approval no later than forty-five (45) days from the contract effective date.

*RM*  
9/18/17



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- 3.4. The Contractor shall provide a minimum of eight (8) hours of technical assistance and/or consultation services to the Department per month for a total of ninety-six (96) hours of technical assistance and/or consultation services.
  - 3.5. The Contractor shall provide a final report to the Department citing analytical data obtained in the evaluation of trainings provided in Section 2, Scope of Work.



## Exhibit B

### Method and Conditions Precedent to Payment

1. This Contract shall not exceed the Price Limitation in Block 1.8 of the P-37 General Provisions, pursuant to Exhibit A, Scope of Services.
2. This contract is funded with 100% federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.778 United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid; Title XIX.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit invoices by the tenth (10<sup>th</sup>) day of each month specifying costs incurred in accordance with allowable expenses in accordance with Exhibit B-1 and Exhibit B-2.
  - 3.2. Invoices must be in a format as determined by the Department and contain detailed information as follows:
    - 3.2.1. Services provided
    - 3.2.2. Budget line items for which payment is being sought
  - 3.3. Upon acceptance by the Department of each properly documented invoice, 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.
  - 3.4. The invoice must be submitted to:

Financial Manager  
Department of Health and Human Services  
Division for Behavioral Health  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the contract completion date in Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. 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.

*KM*  
Date 9/18/17

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 for: Suicide Prevention Training for NHH

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 24,783.50	\$ 2,974.02	\$ -	\$ -	\$ 24,784	\$ 2,974	\$ 27,758
2. Employee Benefits	\$ 8,550.31	\$ 1,026.04	\$ -	\$ -	\$ 8,550	\$ 1,026	\$ 9,576
3. Consultants	\$ 15,600.00	\$ -	\$ -	\$ -	\$ 15,600	\$ -	\$ 15,600
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 38,082.00	\$ 4,569.84	\$ -	\$ -	\$ 38,082	\$ 4,570	\$ 42,652
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 87,015.81</b>	<b>\$ 8,569.90</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 87,015.81</b>	<b>\$ 8,569.90</b>	<b>\$ 95,585.70</b>

9.8%

Indirect As A Percent of Direct

Contractor Initials: *NH*  
Date: *9/18/17*

**Exhibit B-1**

**NAMI New Hampshire  
Budget Justification  
New Hampshire Hospital Suicide Prevention Training  
October 1, 2017-June 30, 2018**

Target Participants	Training	Length	Number per training	Number of trainings offered	Total Trained	Location	Budget Justification	Training Fee	Training Supplies Description/Justification	Training Supply Amount	Total Training Cost
Psychiatrists, ARNPS, Medical Staff	Case Approach	Full day	28	2	56	Off site	Two one-day trainings, 28 participants, (trainer cap) per day. Consultant Flat Rate \$7800/day.	\$ 15,600.00	\$75/pp including breakfast, lunch, snack and water including tax and service charges+projection package 235/ea., room rental 436/ea.	\$ 5,542	\$ 21,142
Psychologists, Social Workers, Nurses, Recreational Staff	Connect Mental Health Provider Training	Full day	50	4	200	Off site	8 hour Competency based training provided by 2 Connect Trainers to increase the capacity to prevent suicide across the lifespan.	\$ 7,667.00	\$75/pp including breakfast, lunch, snack and water including tax and service charges+projection package 235/ea., room rental 436/ea.	\$ 17,684	\$ 25,351
Mental Health Workers	Connect Gatekeeper training	1.5 hours plus (2) online modules	25	8	200	On line & On site	(8) 1.5 hour Competency based training provided by one Connect Trainer on site increase the capacity to prevent suicide across the lifespan. \$250/hr*1.5*8=\$3,000. Prerequisite two on-line training modules, \$60/pp *200=\$12,000. Total \$15,000	\$ 3,000.00	None	\$ 12,000	\$ 15,000
Selected staff	Connect Train the Trainer	2 days	8	1	8	On Site or NAMI NH	Two full day trainings of trainers allowing for sustainability through NHH system	\$ 11,500.00	\$35/pp two meals and snacks and water * 2 days	\$ 560	\$ 12,060
Leadership/Unit Directors	Connect Postvention Training	½ day	25	1	25	Off site	4 hour training conducted by one Connect trainer on best practices of coordinating a comprehensive and safe response to a suicide.	\$ 2,875.00	\$25/pp one meal and snacks and water	\$ 625	\$ 3,500

Contractor Initials:   
Date: 9/21/17

Exhibit B-1

NAMI New Hampshire  
 Budget Justification  
 New Hampshire Hospital Suicide Prevention Training  
 October 1, 2017-June 30, 2018

Target Participants	Training	Length	Number per training	Number of trainings offered	Total Trained	Location	Budget Justification	Training Fee	Training Supplies Description/Justification	Training Supply Amount	Total Training Cost
NHH Grand Rounds	Clinicians as Survivor of SOSL	1.5 hours	100	1	100	NHH		\$ 225.00	n/a	\$ -	\$ 225
NHH Grand Rounds	Ethical Considerations in Suicide Prevention	1.5 hours	100	1	100	NHH		\$ 225.00	n/a	\$ -	\$ 225
Technical Assistance-Salary	Technical Assistance	8 hours per month				n/a	8 hours per month, including strategic planning to NHH, to determine how training will be applied and sustained, \$55/hr.	\$ 3,960.00	n/a	\$ -	\$ 3,960
Fringe							Includes FICA, Medicare, Worker's Compensation, SUTA and prorated benefits, calculated at 34.5%	\$ 1,366.20			\$ 1,366
Evaluation	Evaluation	34 hours					Pre and Post test evaluation for all Connect Trainings, \$55/hr.	\$ 1,870.00	n/a	\$ -	\$ 1,870
Fringe							Includes FICA, Medicare, Worker's Compensation, SUTA and prorated benefits, calculated at 34.5%	\$ 645.15			\$ 645
Sub-total								\$ 48,933.35		\$ 36,411.00	\$ 85,344.35
Admin 12%											\$ 10,241.32
Total								\$ 48,933.35			\$ 95,585.67

Contractor Initials: *[Signature]*  
 Date: *9/18/17*

Exhibit B-2 Budget

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

Bidder/Program Name: NAMI New Hampshire

Budget for: Suicide Prevention Training for NHH

Budget Period: July 1, 2018-September 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 2,400.00	\$ 288.00	\$ 2,688.00	-	-	-	\$ 2,400.00	\$ 288.00	\$ 2,688.00	
2. Employee Benefits	\$ 569.25	\$ 68.31	\$ 637.56	-	-	-	\$ 569.25	\$ 68.31	\$ 637.56	
3. Consultants	-	-	-	-	-	-	-	-	-	
4. Equipment:	-	-	-	-	-	-	-	-	-	
Rental	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	
5. Supplies:	-	-	-	-	-	-	-	-	-	
Educational	-	-	-	-	-	-	-	-	-	
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	-	-	-	-	-	-	-	-	-	
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	
13. Other (specify details mandatory):	-	-	-	-	-	-	-	-	-	
<b>TOTAL</b>	<b>\$ 2,969.25</b>	<b>\$ 356.31</b>	<b>\$ 3,325.56</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 2,969.25</b>	<b>\$ 356.31</b>	<b>\$ 3,325.56</b>	

12.0%

Indirect As A Percent of Direct

Contractor Initials: *NH*  
Date: *9/18/17*

**Exhibit B-2**  
**NAMI New Hampshire**  
**Budget Justification**  
**New Hampshire Hospital Suicide Prevention Training**  
**July 1, 2018-September 30, 2018**

Target Participants	Training	Length	Number per training	Number of trainings offered	Total Trained	Location	Budget Justification	Training Fee	Training Supplies Description/Justification	Training Supply Amount	Total Training Cost
Mental Health Workers	Connect Gatekeeper training	1.5 hours plus (2) online modules	20	2	40	On line & On site	(2) 1.5 hour Competency based training provided by one Connect Trainer on site to increase the capacity to prevent suicide across the lifespan. \$250/hr*1.5*2=\$750. Prerequisite two on-line training modules.	\$ 750.00	None	\$ -	\$ 750
Technical Assistance-Salary	Technical Assistance	8 hours per month				n/a	8 hours per month, including strategic planning to NHH, to determine how training will be applied and sustained, \$55/hr.	\$ 1,320.00	n/a	\$ -	\$ 1,320
Fringe							Includes FICA, Medicare, Worker's Compensation, SUTA and prorated benefits, calculated at 34.5%	\$ 455.40			\$ 455
Evaluation	Evaluation	6 hours					Pre and Post test evaluation for all Connect Trainings, \$55/hr.	\$ 330.00	n/a	\$ -	\$ 330
Fringe							Includes FICA, Medicare, Worker's Compensation, SUTA and prorated benefits, calculated at 34.5%	\$ 113.85			\$ 114
<b>Sub-total</b>								<b>\$ 2,969.25</b>		<b>\$ -</b>	<b>\$ 2,969.25</b>
<b>Admin 12%</b>											<b>\$ 356.31</b>
<b>Total</b>											<b>\$ 3,325.56</b>

Contractor Initials: *RM*  
 Date: *9/18/17*



**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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- 7.3. 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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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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

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- 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.

*RM*  
9/18/17



Exhibit C-1

**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.

RM

9/18/17



**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

KM

9/18/17



- 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:

9/18/17  
Date

  
Name: Kenneth Norton  
Title: Executive Director

Contractor Initials KN  
Date 9/18/17



**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:

9/18/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name: KENNETH MARSTON  
Title: EXECUTIVE DIRECTOR

  
\_\_\_\_\_  
Date 9/18/17



**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 (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

9/18/17  
Date

  
Name: KENNETH NORTON  
Title: EXECUTIVE DIRECTOR

Contractor Initials

Date

KM  
9/18/17



**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

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

Contractor Initials

RM

Date

9/18/17



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.

9/18/17  
Date

Contractor Name:

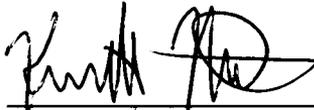
  
Name: KENNETH NORTON  
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Contractor Initials   
Date 9/18/17



**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:

9/18/17  
Date

  
Name: \_\_\_\_\_  
Title: EXECUTIVE DIRECTOR

Contractor Initials KM  
Date 9/18/17



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.

*RM*

*9/18/17*



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

RM  
9/18/17



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

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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

*RM*  
9/18/17



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.

*KN*

9/18/17



Exhibit I

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

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

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

9/19/17  
Date

NAMI NY  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

KENNETH NORTON  
Name of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

9/18/17  
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:

9/18/17  
Date

Name: KENNETH NORTON  
Title: EXECUTIVE DIRECTOR

Contractor Initials KM  
Date 9/18/17



**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: _____

KM  
9/18/17



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. 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.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. 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.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

*KM*  
Date 9/18/17



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
  4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
  5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

Contractor Initials RM  
Date 9/18/17

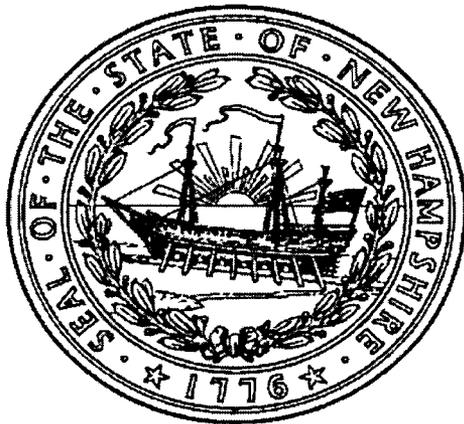
# State of New Hampshire

## 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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of August A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Richard Chevréfiles, 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 September 18, 2018:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 18th day of September, 2018.  
(Date Contract Signed)

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

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 18th day of September, 2017.

By Richard Chevréfiles.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: July 10, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2017

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).

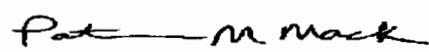
<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	<b>FAX (A/C. No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED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

**COVERAGES** **CERTIFICATE NUMBER:** 2017 Certificate **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAC5464231-16	5/7/2017	5/7/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 AbMol Cnslr, ClassSpC \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MAC5464231-16	5/7/2017	5/7/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1898607-07	5/7/2017	5/7/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3578510	10/10/2016	10/10/2017	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> NH Dept of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT 
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National Alliance on Mental Illness

# **NAMI** New Hampshire

## **MISSION & VISION STATEMENTS**

**Adopted 5/16/15**

### **MISSION**

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

### **VISION**

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

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

*Find Help, Find Hope.*

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

**NAMI NEW HAMPSHIRE**  
**Financial Statements**  
**With Schedule of Expenditures of Federal Awards**  
**June 30, 2016 and 2015**  
**and**  
**Independent Auditor's Report**

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

**Report on Compliance for Each Major Federal Program  
and Report on Internal Control Over Compliance  
Required by the Uniform Guidance**

**Schedule of Findings and Questioned Costs**

**NAMI NEW HAMPSHIRE**  
**FINANCIAL STATEMENTS**  
**June 30, 2016 and 2015**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
NAMI New Hampshire

### **Report on the Financial Statements**

We have audited the accompanying financial statements of NAMI New Hampshire (a nonprofit entity), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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

## ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NAMI New Hampshire as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 14 and 15 are presented for purposes of additional analysis and are not a required part of the financial statements. Additionally, the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2016, on our consideration of NAMI New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NAMI New Hampshire's internal control over financial reporting and compliance.

*Vachon Chubb & Company PC*

Manchester, New Hampshire  
December 19, 2016

**NAMI NEW HAMPSHIRE**  
**STATEMENTS OF FINANCIAL POSITION**  
For the Years Ended June 30, 2016 and 2015

ASSETS	<u>2016</u>	<u>2015</u>
<b>CURRENT ASSETS:</b>		
Cash	\$ 187,011	\$ 300,451
Investments	346,032	244,177
Accounts receivable	159,371	165,483
Prepaid expenses	6,970	11,050
<b>TOTAL CURRENT ASSETS</b>	<u>699,384</u>	<u>721,161</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Land	164,000	164,000
Building and improvements	735,018	735,018
Equipment	8,218	8,218
Furniture and fixtures	604	604
	<u>907,840</u>	<u>907,840</u>
Less accumulated depreciation	(63,988)	(43,498)
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>843,852</u>	<u>864,342</u>
<b>OTHER NONCURRENT ASSETS:</b>		
Investments	<u>357,101</u>	<u>372,400</u>
<b>TOTAL OTHER NONCURRENT ASSETS</b>	<u>357,101</u>	<u>372,400</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,900,337</u>	<u>\$ 1,957,903</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 67,087	\$ 71,261
Accrued expenses	50,712	86,636
Mortgage notes payable	16,889	15,570
<b>TOTAL CURRENT LIABILITIES</b>	<u>134,688</u>	<u>173,467</u>
<b>NONCURRENT LIABILITIES:</b>		
Mortgage notes payable	<u>337,196</u>	<u>371,290</u>
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>337,196</u>	<u>371,290</u>
<b>TOTAL LIABILITIES</b>	<u>471,884</u>	<u>544,757</u>
<b>NET ASSETS:</b>		
Temporarily restricted	821	115,080
Unrestricted	<u>1,427,632</u>	<u>1,298,066</u>
<b>TOTAL NET ASSETS</b>	<u>1,428,453</u>	<u>1,413,146</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,900,337</u>	<u>\$ 1,957,903</u>

*See notes to financial statements*

**NAMI NEW HAMPSHIRE**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS:</b>		
Fees and grants from governmental agencies	\$ 1,296,647	\$ 1,098,761
Contributions	153,473	238,753
NH Charitable Foundation endowment income	8,950	8,758
Interest and dividends	17,990	11,903
Unrealized (losses) on investments	(27,160)	(8,905)
In-kind donations	10,085	22,818
Fundraising events	119,953	92,671
Training services	313,535	273,894
Membership dues	4,317	6,013
Other revenue	28,876	30,616
<b>TOTAL UNRESTRICTED REVENUES</b>	<u>1,926,666</u>	<u>1,775,282</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS:</b>		
Satisfaction of donor restrictions	115,080	99,878
<b>TOTAL NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>115,080</u>	<u>99,878</u>
<b>TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT</b>	<u>2,041,746</u>	<u>1,875,160</u>
<b>EXPENSES:</b>		
<b>PROGRAM SERVICES:</b>		
Community and Public Policy Relations	101,998	64,967
Connect Suicide Prevention Project	574,894	522,156
Public Education	845,463	837,862
<b>TOTAL PROGRAM SERVICES</b>	<u>1,522,355</u>	<u>1,424,985</u>
<b>SUPPORTING SERVICES:</b>		
Management and general	214,387	122,286
Fundraising and development	175,438	202,585
<b>TOTAL SUPPORTING SERVICES</b>	<u>389,825</u>	<u>324,871</u>
<b>TOTAL EXPENSES</b>	<u>1,912,180</u>	<u>1,749,856</u>
<b>TOTAL INCREASE IN UNRESTRICTED NET ASSETS</b>	<u>129,566</u>	<u>125,304</u>
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:</b>		
Contributions	821	115,080
Net assets released from restrictions	(115,080)	(99,878)
<b>INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS</b>	<u>(114,259)</u>	<u>15,202</u>
<b>INCREASE IN NET ASSETS</b>	15,307	140,506
<b>NET ASSETS, JULY 1</b>	<u>1,413,146</u>	<u>1,272,640</u>
<b>NET ASSETS, JUNE 30</b>	<u>\$ 1,428,453</u>	<u>\$ 1,413,146</u>

*See notes to financial statements*

**NAMI NEW HAMPSHIRE**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Cash received from grants and contributions	\$ 1,896,808	\$ 1,901,715
Interest income received	17,990	11,903
Other income received	28,876	30,616
Cash paid to employees	(1,037,331)	(877,680)
Cash paid to suppliers and others	(868,508)	(764,030)
Interest paid	<u>(11,784)</u>	<u>(12,966)</u>
Net Cash Provided by Operating Activities	<u>26,051</u>	<u>289,558</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of investments	(113,716)	(125,228)
Purchase of property and equipment	-	<u>(79,275)</u>
Net Cash Used by Investing Activities	<u>(113,716)</u>	<u>(204,503)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Payments on mortgage notes payable	<u>(25,775)</u>	<u>(24,594)</u>
Net Cash Used by Financing Activities	<u>(25,775)</u>	<u>(24,594)</u>
Net increase (decrease) in cash	(113,440)	60,461
Cash, beginning of year	<u>300,451</u>	<u>239,990</u>
Cash, ending of year	<u>\$ 187,011</u>	<u>\$ 300,451</u>
<b>Reconciliation of Change in Net Assets to Net Cash Provided by Operating Activities:</b>		
Change in net assets	\$ 15,307	\$ 140,506
<b>Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:</b>		
Net unrealized losses on investments	27,160	8,905
Depreciation	20,490	14,868
Forgiveness of debt	(7,000)	
<b>Change in assets and liabilities:</b>		
Accounts receivable	6,112	67,785
Prepaid expenses	4,080	1,190
Accounts payable	(4,174)	11,599
Accrued expenses	<u>(35,924)</u>	<u>44,705</u>
Net Cash Provided by Operating Activities	<u>\$ 26,051</u>	<u>\$ 289,558</u>
<b>Supplemental Disclosure of Non-cash Transactions:</b>		
In-kind donations received	\$ 10,085	\$ 162,818
In-kind expenses	(10,085)	(22,818)
Forgiveness of debt	7,000	
Capitalized in-kind donations		<u>(140,000)</u>
	<u>\$ 7,000</u>	<u>\$ -</u>

*See notes to financial statements*

**NAMI NEW HAMPSHIRE  
NOTES TO FINANCIAL STATEMENTS  
For the Years Ended June 30, 2016 and 2015**

**NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Organization and Purpose***

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

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

***Accounting Policies***

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

***Basis of Presentation***

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

***Basis of Accounting***

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

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

**NAMI NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2016 and 2015**

***Contributions***

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

***Recognition of Donor Restrictions***

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

***Cash and Cash Equivalents***

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

***Investments***

Investments, which consist principally of money market accounts, mutual funds, and exchange traded funds, are carried at their market value at June 30, 2016 and June 30, 2015. Unrealized gains and losses on investments are reflected in the statement of activities.

***Property and Equipment***

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

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

Depreciation expense was \$20,490 and \$14,868 for the years ended June 30, 2016 and 2015, respectively.

**NAMI NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2016 and 2015**

***Compensated Absences***

Full-time and part-time employees are entitled to paid vacation based on their length of employment. Employees are allowed to carry forward a maximum of 10 vacation days. Upon termination of employment, full-time employees will receive up to five days of accrued/unused vacation pay. Accrued vacation pay amounted to \$17,334 and \$16,644 as of June 30, 2016 and 2015, respectively.

***Donated Services, Materials and Facilities***

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

Donated goods and professional services are recorded as both revenue and expense at estimated fair value. The Entity received donated supplies and professional services in support of fundraising activities totaling \$10,085 and \$22,818 during the years ending June 30, 2016 and 2015, respectively. Additionally, the Entity was the subrecipient of a \$140,000 federal grant (see Note 4) that was capitalized in accordance with the Entity's capitalization policy during the year ended June 30, 2015.

***Functional Allocation of Expenses***

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

***Fund Raising Activities***

Fund raising expenses represent the cost of preparing contribution appeals, running special events, and letters of appreciation by staff of the Entity and totaled \$175,438 and \$202,585 for the years ending June 30, 2016 and 2015, respectively.

***Advertising Costs***

Advertising costs are expensed as incurred. Advertising expense was \$10,842 and \$2,630 for the years ending June 30, 2016 and 2015, respectively.

***Bad Debts***

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2016 and 2015, because management of the Entity believes that all outstanding receivables are fully collectible.

**NAMI NEW HAMPSHIRE  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2016 and 2015**

***Estimates***

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

***Income Taxes***

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

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity does not have any material unrecognized tax benefits. As of June 30, 2016, the tax years ending June 30, 2015, 2014 and 2013 remain subject to possible examination by major tax jurisdictions.

***Fair Value of Financial Instruments***

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

**NOTE 2--CONCENTRATION OF CREDIT RISK**

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. The Entity had \$-0- and \$63,240 of uninsured deposits as of June 30, 2016 and 2015, respectively.

**NOTE 3--INVESTMENTS**

***Fair Value Measurements***

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets

**NAMI NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2016 and 2015**

for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

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

**Level 2** – Inputs to the valuation include:

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

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

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

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

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

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

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

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

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

Assets at Fair Value as of June 30, 2016				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market mutual funds	\$ 297,706			\$ 297,706
Mutual funds	159,909			159,909
Exchange traded funds	196,823			196,823
Corporate debt securities	48,695			48,695
Total assets at fair value	<u>\$ 703,133</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 703,133</u>

**NAMI NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2016 and 2015**

Assets at Fair Value as of June 30, 2015				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market mutual funds	\$ 196,572			\$ 196,572
Mutual funds	214,369			214,369
Exchange traded funds	157,735			157,735
Corporate debt securities	47,901			47,901
Total assets at fair value	<u>\$ 616,577</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 616,577</u>

***Investment Valuation and Income Recognition***

The Entity's investments as of June 30, 2016 and June 30, 2015 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

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

Investments consist of money market investments, mutual funds, exchange traded funds, and corporate debt securities which are carried at market value (adjusted monthly). Realized and unrealized gains and losses are reflected in the Statements of Activities. Assets held in the investment accounts were as follows at June 30, 2016 and 2015:

	Market Value <u>2016</u>	Market Value <u>2015</u>
Money market mutual funds	\$ 297,706	\$ 196,572
Mutual funds	159,909	214,369
Exchange traded funds	196,823	157,735
Corporate debt securities	48,695	47,901
	<u>\$ 703,133</u>	<u>\$ 616,577</u>

**NOTE 4--MORTGAGE NOTES PAYABLE**

At June 30, 2016 and 2015, the mortgage notes payable consists of the following:

	<u>2016</u>	<u>2015</u>
\$348,000 mortgage note payable, secured by property, payable in monthly installments of \$2,297 including interest through April 2032. The variable interest rate on the note is 5.0% through April 2022. Thereafter, the interest rate will change to equal the 5 year Federal Home Loan Bank of Boston amortizing rate plus 3.0%. The interest rate change will not occur more often than each five years. The balance of the note is payable in full on April 2, 2032.	\$ 221,085	\$ 246,860

**NAMI NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2016 and 2015**

\$140,000 mortgage note payable to the City of Concord, New Hampshire is non-interest bearing and is secured by the property. The Entity is a subrecipient of Community Development Block Grant funds which were used to create an ADA compliant community education space. Repayment of the funds will be required in the event of noncompliance with the grant. The note will be forgiven over a period of 20 years through December 31, 2034.

<u>133,000</u>	<u>140,000</u>
<u>\$ 354,085</u>	<u>\$ 386,860</u>

Following are the maturities of the mortgage notes payable as of June 30, 2016:

Year Ending <u>June 30,</u>	<u>Amount</u>
2017	\$ 16,889
2018	17,753
2019	18,661
2020	19,616
2021	20,620
Thereafter	<u>260,546</u>
	<u>\$ 354,085</u>

**NOTE 5--TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
NHCF grant - family support		\$ 21,319
NHCF grant - operations		75,000
Seacoast Women's Giving Circle		18,761
NIMH grant	<u>\$ 821</u>	
	<u>\$ 821</u>	<u>\$ 115,080</u>

**NOTE 6--UNRESTRICTED NET ASSETS**

Unrestricted net assets consist of the following at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Board designated:		
Investments held for capital improvements and debt service	\$ 357,101	\$ 372,400
Future building improvements	60,000	60,000
Undesignated	<u>1,010,531</u>	<u>865,666</u>
	<u>\$ 1,427,632</u>	<u>\$ 1,298,066</u>

**NAMI NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2016 and 2015**

**NOTE 7--CONCENTRATION OF REVENUE RISK**

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2016 and 2015, the Entity recognized revenue of \$1,296,647 (67.27%) and \$1,098,761 (58.12%), respectively, from fees and grants from governmental agencies. Revenue is recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. Other support originates from training services, contributions, in-kind donations, and other income.

**NOTE 8--BENEFICIAL INTEREST IN TRUST**

The Entity is the beneficiary of an endowment fund held by the New Hampshire Charitable Foundation. The Entity has no claim to the assets of the trusts, but is entitled to 4.03% of the income from the trusts. At June 30, 2016 and 2015, the fair value of the Entity's interest in the beneficial trust held by others is \$208,501 and \$226,282, respectively. The fair value is based upon the market value of the underlying investments based upon daily market information provided by the trust's agent. Income distributed from the trust to the Entity is unrestricted and recognized as endowment income on the Statements of Activities. Distributed income from the trust totaled \$8,950 and \$8,758 for the years ending June 30, 2016 and 2015, respectively.

**NOTE 9--PENSION PLAN**

The Entity has a deferred compensation pension plan under Section 403(b) of the Internal Revenue Code. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ending June 30, 2016 and 2015, the Entity's contribution to the plan was equal to 2.0% respectively of each eligible employee's annual salary. The Entity contributed \$12,067 and \$10,960 for the years ended June 30, 2016 and 2015, respectively.

**NOTE 10--CONTINGENCIES**

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

**NOTE 11--SUBSEQUENT EVENTS**

Subsequent events have been evaluated through December 19, 2016, which is the date the financial statements were available to be issued.

NAMI NEW HAMPSHIRE  
 SCHEDULE OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2016

	Program Services				Supporting Services			Total Expenses
	Community and Public Policy Relations	Connect Suicide Prevention Project	Public Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	
<b>SALARIES AND RELATED EXPENSES:</b>								
Salaries	\$ 59,701	\$ 213,456	\$ 498,613	\$ 771,770	\$ 154,229	\$ 86,479	\$ 240,708	\$ 1,012,478
Employee benefits	10,196	26,415	61,941	98,552	17,771	14,998	32,769	131,321
Payroll taxes	1,129	17,144	45,610	63,883	8,703	6,590	15,293	79,176
	<u>71,026</u>	<u>257,015</u>	<u>606,164</u>	<u>934,205</u>	<u>180,703</u>	<u>108,067</u>	<u>288,770</u>	<u>1,222,975</u>
<b>OTHER EXPENSES:</b>								
Accounting	387	2,359	2,556	5,302	763	352	1,115	6,417
Audit fees	892	4,335	7,096	12,323	824	1,223	2,047	14,370
Legal and membership fees	284	2,961	1,789	5,034	516	1,343	1,859	6,893
Contracted services	17,000	207,605	52,217	276,822	2,665	15,070	17,735	294,557
Client services/training	561	18,923	59,596	79,080	901	3,227	4,128	83,208
Occupancy	897	5,460	8,937	15,294	1,038	1,541	2,579	17,873
Office supplies	1	1,525	420	1,946	11,815	2,774	14,589	16,535
Maintenance	1,305	7,946	11,875	21,126	2,643	1,677	4,320	25,446
Fundraising/Event supplies			38	38		17,862	17,862	17,900
Depreciation	1,047	6,373	10,432	17,852	840	1,798	2,638	20,490
Food supplies	141		14,322	14,463	3,255	4,666	7,921	22,384
Equipment rental	366	2,228	3,647	6,241	424	629	1,053	7,294
Equipment maintenance	899	1,400	2,779	5,078	172	255	427	5,505
Advertising			10,127	10,127	185	530	715	10,842
Printing		750	351	1,101	1,552	5,597	7,149	8,250
Telephone and Communications	2,841	5,390	15,548	23,779	1,705	1,212	2,917	26,696
Postage and Shipping	2	2,739	258	2,999	1,910	1,332	3,242	6,241
Staff transportation	3,637	34,841	29,052	67,530	1	1,883	1,884	69,414
Insurance	578	3,520	5,762	9,860	669	993	1,662	11,522
Non-cash supplies	40	8,000		8,040	755	1,290	2,045	10,085
Other expenditures	94	1,524	2,497	4,115	1,051	2,117	3,168	7,283
<b>Total</b>	<b>\$ 101,998</b>	<b>\$ 574,894</b>	<b>\$ 845,463</b>	<b>\$ 1,522,355</b>	<b>\$ 214,387</b>	<b>\$ 175,438</b>	<b>\$ 389,825</b>	<b>\$ 1,912,180</b>

NAMI NEW HAMPSHIRE  
 SCHEDULE OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2015

	Program Services				Supporting Services			Total Expenses
	Community and Public Policy Relations	Connect Suicide Prevention Project	Public Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	
<b>SALARIES AND RELATED EXPENSES:</b>								
Salaries	\$ 41,261	\$ 215,625	\$ 496,663	\$ 753,549	\$ 74,014	\$ 97,907	\$ 171,921	\$ 925,470
Employee benefits	1,855	35,269	71,598	108,722	3,434	11,971	15,405	124,127
Payroll taxes	3,033	15,852	37,262	56,147	5,732	6,566	12,298	68,445
	<u>46,149</u>	<u>266,746</u>	<u>605,523</u>	<u>918,418</u>	<u>83,180</u>	<u>116,444</u>	<u>199,624</u>	<u>1,118,042</u>
<b>OTHER EXPENSES:</b>								
Accounting	155	1,310	2,003	3,468	924	760	1,684	5,152
Audit fees	435	3,474	5,612	9,521	843	1,356	2,199	11,720
Legal and membership fees	267	1,685	2,840	4,792	1,363	1,068	2,431	7,223
Contracted services	8,500	158,689	40,645	207,834	8,160	20,837	28,997	236,831
Client services/training	85	23,312	66,749	90,146	694	1,430	2,124	92,270
Occupancy	815	7,708	10,948	19,471	1,579	2,542	4,121	23,592
Office supplies	62	2,762	13,595	16,419	6,557	3,040	9,597	26,016
Maintenance	821	6,561	15,472	22,854	1,592	2,563	4,155	27,009
Fundraising/Event supplies				-	804	10,473	11,277	11,277
Depreciation	592	4,407	7,646	12,645	373	1,850	2,223	14,868
Food supplies	133		2,784	2,917	4,829	5,846	10,675	13,592
Equipment rental	244	1,944	3,140	5,328	471	760	1,231	6,559
Equipment maintenance	666	3,644	4,373	8,683	564	1,595	2,159	10,842
Advertising			1,429	1,429	280	921	1,201	2,630
Printing			6,150	6,150	63	3,732	3,795	9,945
Telephone and Communications	2,735	5,220	12,223	20,178	2,075	2,052	4,127	24,305
Postage and Shipping	84	2,268	391	2,743	1,814	2,713	4,527	7,270
Staff transportation	2,679	28,090	29,714	60,483	139	2,660	2,799	63,282
Insurance	380	3,032	4,898	8,310	735	1,185	1,920	10,230
Non-cash supplies			439	439	4,400	17,979	22,379	22,818
Other expenditures	165	1,304	1,288	2,757	847	779	1,626	4,383
<b>Total</b>	<u>\$ 64,967</u>	<u>\$ 522,156</u>	<u>\$ 837,862</u>	<u>\$ 1,424,985</u>	<u>\$ 122,286</u>	<u>\$ 202,585</u>	<u>\$ 324,871</u>	<u>\$ 1,749,856</u>

SCHEDULE I

**NAMI New Hampshire**

**Schedule of Expenditures of Federal Awards**

For the Year Ended June 30, 2016

Federal Granting Agency/Recipient State Agency/Grant Program/State <u>Grant Number</u>	Federal Catalogue <u>Number</u>	<u>Expenditures</u>	<u>Passed Through To Subrecipients</u>
<b>DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			
<b>Received directly from U.S. Treasury Department</b>			
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243		
#5U79SM061481-02		\$ 102,190	\$ 34,633
#5U79SM061481-03		333,325	139,077
		<u>435,515</u>	<u>173,710</u>
<b>Pass Through Payments from the New Hampshire Division for Children, Youth and Families</b>			
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243		
#42103802		<u>197,298</u>	
<b>Pass Through Payments from the New Hampshire Department of Health and Human Services</b>			
Medical Assistance Program	93.778		
#49053316		<u>143,879</u>	
<b>Total Department of Health and Human Services</b>		<u>776,692</u>	<u>173,710</u>
<b>Total Expenditures of Federal Awards</b>		<u>\$ 776,692</u>	<u>\$ 173,710</u>

*See notes to schedule of expenditures of federal awards*

**NAMI NEW HAMPSHIRE**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
June 30, 2016

**NOTE 1—BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) presents the activity of all federal financial assistance programs of NAMI New Hampshire. NAMI New Hampshire’s reporting entity is defined in Note 1 to the Entity’s basic financial statements.

The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of NAMI New Hampshire, it is not intended to and does not present the financial position, changes in net assets, or cash flows of NAMI New Hampshire.

**NOTE 2—BASIS OF ACCOUNTING**

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in Office of Management and Budget Circular A-122, *Cost Principles for Non-Profit Organizations*, or the cost principles contained in Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NAMI New Hampshire has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 3—RELATIONSHIP TO FINANCIAL STATEMENTS**

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

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

Independent Auditor's Report

To the Board of Directors  
NAMI New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of NAMI New Hampshire (a nonprofit entity), which comprise the statement of financial position as of June 30, 2016 and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 19, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered NAMI New Hampshire's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NAMI New Hampshire's internal control. Accordingly, we do not express an opinion on the effectiveness of NAMI New Hampshire's internal control.

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

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

## **Compliance and Other Matters**

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

## **Purpose of this Report**

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

Vachon Chikara + Company PC

Manchester, New Hampshire  
December 19, 2016

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM  
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE  
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Directors  
NAMI New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited NAMI New Hampshire's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on NAMI New Hampshire's major federal program for the year ended June 30, 2016. NAMI New Hampshire's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for NAMI New Hampshire's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about NAMI New Hampshire's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

***Opinion on Each Major Federal Program***

In our opinion, NAMI New Hampshire complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2016.

## Report on Internal Control Over Compliance

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

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

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

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

Vachon Clukey + Company PC

Manchester, New Hampshire  
December 19, 2016

**NAMI New Hampshire  
Schedule of Findings and Questioned Costs  
Year Ended June 30, 2016**

**Section I--Summary of Auditor's Results**

**Financial Statements**

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

**Federal Awards**

Internal Control over major programs:  
   Material weakness(es) identified? \_\_\_\_\_yes      X   no  
   Significant deficiency(ies) identified? \_\_\_\_\_yes      X   none reported

Type of auditor's report issued on compliance  
 for major federal programs: Unmodified

Any audit findings disclosed that are required  
 to be reported in accordance with  
 2 CFR 200.516(a)? \_\_\_\_\_yes      X   no

Identification of major programs:

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

Dollar threshold used to distinguish  
 between Type A and Type B program: \$   750,000  

Auditee qualified as low-risk auditee?   X   yes    \_\_\_\_\_ no

**Section II--Financial Statement Findings**

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

**Section III—Federal Award Findings and Questioned Costs**

There were no findings and questioned costs required to be reported under 2 CFR 200.516(a).

**NAMI NH Board of Director  
2017-2018**

<b>NAME</b>	<b>BOARD POSITION</b>
Bennett, Rebecca	Member
Bloomfield, Lucy	Member
Brown, Donna	Member
Bunker, John	2 <sup>nd</sup> Vice President
Carloni, Dr. Stacey	Member
Chevréfiles, Richard	President
Conte, Major Russell	Secretary
Cunningham, Ross	Member
Eastman, Chuck	Member
Grant, Doug	Member
Grennon, Michele	1 <sup>st</sup> Vice President
Hosmer, Andrew	Member
Janelle, Peter	Member
Privé, Karen	Treasurer
Richardson, Rose	Member
Sanders, Elizabeth	Member
Trudel, Karen	Member
White, Elizabeth	Member
Wright, Michael	Member

## **Elaine de Mello**

### **EDUCATION:**

University of Connecticut, Concord, NH: MSW (1985)  
Lehman College, Bronx, NY: MS in Therapeutic Recreation (1980)  
Ramapo College, Mahwah, NJ: BS in Psychology (1978)

### **CERTIFICATIONS/LICENSES:**

LCSW, State of NH: 1987-Present  
School Counselor and School Social Worker, State of NH: 2000-2013

### **EXPERIENCE:**

1999 - Present National Alliance on Mental Illness NH, Concord, NH

#### **Supervisor of Training and Prevention Services**

- Develop and implement community protocols and training for suicide prevention, intervention and postvention leading to recognition as a National Best Practice program (the Connect Program).
- Provide consultation and training nationally in suicide prevention and postvention to schools/campuses, tribes, coalitions, organizations and state entities to implement a comprehensive public health approach using best practices from the National Strategy for Suicide Prevention
- Provide and guide postvention responses in the aftermath of a suicide to reduce further risk and promote healing
- Manage federal, state and private grants and contracts; procure new grants and contracts and oversee implementation of work plans, budgets and project goals including federal suicide prevention grants
- Hire and supervise staff and serve on management team to provide direction for agency
- Co-chair of Youth Suicide Prevention Assembly (statewide coalition in NH) and member of the NH Suicide Fatality Review Committee: review cases of suicide deaths, recommend practices and resources to statewide and regional partners, coordinate annual suicide prevention conference
- Develop and implement support and educational services for youth and adults provided through NAMI NH
- Coordinate & present statewide educational programs on mental illness and suicide prevention for schools, colleges, businesses, law enforcement personnel, health services providers, and the general public.
- Develop and lead courses for statewide specialized provider organizations including Division of Children, Youth and Families (DCYF), PSTC (Police Standards and Training Council) and NH National Guard
- Develop, review, and disseminate educational material about mental health and mental illness for target audiences
- Develop, revise and implement family education programs about mental illness.
- Maintain contact with professionals, affiliates and consumer groups to provide consultation, technical support, educational material and resources.

2004-Present Plymouth State University, Plymouth, NH

**Teaching Lecturer, Health Education & Social Work**

- Teach Mental Health courses to Health Education and Social Work majors

2001-Present

Genesis Behavioral Health, Laconia, NH and Riverbend  
Community Mental Health Center, Concord, NH

**Child Impact Teacher**

- Conduct Child Impact classes required by court for parents involved in divorce or custody cases.

2002-2012

Genesis Behavioral Health, Laconia, NH

**Emergency Services Clinician & QI Consultant**

- Provide clinical emergency service response to residents of Belknap and Southern Grafton Counties
- Serve on statewide behavioral health disaster response team
- Conduct complaint investigations and assist with audits and quality improvement processes such as development of policies and procedures

1999-2001

Division of Behavioral Health, Concord, NH

**Consultant**

- Serve as consultant to conduct audits on clinical records in mental health centers around New Hampshire.

1992-2000

Jennie D. Blake Elementary School, Hill, NH

**Guidance Counselor (9/92-6/00)**

1981-1999

Genesis the Counseling Group, Laconia, NH

**Quality Improvement Director (9/96-7/99)**

**Community Support Program Director (9/86-9/96)**

**Vocational Services Coordinator (6/83-9/86)**

**Clinician/Therapist (9/81-6/83)**

1978-1981

Rockland Psychiatric Center, Orangeburg, NY

**Assistant Director, Mount Vernon Vocational Workshop (8/79-8/81)**

**Therapy/Recreation Assistant (8/78-8/79)**

**Trainer/Certified In:**

- NH Police Standards Council: Mental Health Crisis Response, Suicide Prevention and Postvention
- Connect Suicide Prevention and Postvention, all disciplines
- AMSR: Assessing and Managing Suicide Risk (AMSR) for clinical and college settings
- CALM: Counseling on Access to Lethal Means
- American Association of Suicidology: Certified to conduct psychological autopsies
- National faculty/facilitator for national Zero Suicide academy programs

**Professional Memberships:**

- National Alliance on Mental Illness (1988-Present)

**Awards:**

- New Hampshire Rehabilitation Association: Practitioner of the Year (1985)
- New Hampshire Alliance for the Mentally Ill: Administrator of the Year (1993)
- New Hampshire Alliance for the Mentally Ill: Professional of the Year (1998)
- New Hampshire State Award for Suicide Prevention (2012)

## Ann Duckless, MA

### EXPERIENCE:

**National Alliance on Mental Illness NH, Concord, NH** 01/06 – Present  
*Community Educator and Prevention Specialist*

Serve as a team member with the **Connect** Suicide Prevention Project. Work collaboratively with communities in providing suicide prevention training to community members across disciplines to parents and high school youth and to young adults ages 18-24. Teach postvention trainings to first responders, school crisis response teams, funeral directors and clergy. Insure sustainability through Train-the-Trainer model and offer technical assistance throughout the implementation process.

**New Hampshire Teen Institute, Concord, NH** 10/02 – 12/05  
*Program Director*

Extensive program coordination and facilitation of drug/alcohol abuse prevention with statewide non-profit organization. NH SADD State Coordinator for 30 state chapters. Responsible for the management of all youth and adult volunteer staff training. Provide programs to promote leadership and advocacy skills for 2,000 middle and high school youth.

**Franklin Pierce College, Concord, NH** 1997 - 2005  
*Adjunct Faculty*

College level teaching for societal issues, addictions, human services and counseling. Class average of 15 students.

**Hollis/Brookline NH Schools, SAU #41** 10/90 - 10/02  
*Student Assistance Program Coordinator*

Developed in-house SAP for elementary, middle and high schools for 2,500 students, K-12. Group and individual work highlighted prevention and early intervention with high-risk youth. Consultant to parents and school staff. Assessed and evaluated substance abuse, family change, and emotional issues for outside referrals or in-house supports. Drug/alcohol awareness education, grades 1-9.

### CLINICAL EXPERIENCE:

**Monica Derr & Associates, Amherst, NH** 9/91-12/93  
*Marriage/Family Therapist Substance Abuse Counselor*

Responsible for handling an average caseload of 10 clients. Clients were couples, families and individuals in early recovery from substance/process addictions and adolescent issues.

**Family Therapy Institute, Bedford, NH** 9/89 - 9/91  
*Marriage/Family Therapist Substance Abuse Specialist*

Responsible for an average caseload of 25 clients utilizing a systems approach. Cases involved sexual/physical abuse and domestic violence issues. Experienced in community/professional presentations.

**Brookside Hospital, Nashua, NH** 9/88 – 6/89  
*Chemical Dependency Counselor*

Worked with adolescents in individual and group sessions; conducted diagnostic evaluations and CD assessments for purposes of intake and screening; and facilitated weekly parents' education group.

### EDUCATION:

Antioch/New England Graduate School, Keene, NH 1990  
Master of Arts in Counseling Psychology with dual concentrations in  
Substance Abuse and in Marriage and Family Therapy

*Resume – Ann Duckless (cont'd)*

University of Vermont, Burlington, VT 1982  
Bachelor of Arts in Psychology

**SPECIALTY AREAS:**

Cultural Effectiveness Trainer 1996  
Anti-Defamation League, Boston, MA

Adjunct Faculty for Foster/Adoptive Parents 2002 - Present  
Granite State College, Concord, NH

**PROFESSIONAL ORGANIZATIONS:**

New Hampshire Prevention Certification member 2006

**HONORS:**

*Excellence in Teaching Award*, Franklin Pierce College 2004

# Deborah A. Baird

## Education

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<b>40 hour pre-licensing Real Estate Salesperson/Broker Course, NH/VT</b> (With continuing Real Estate Education courses for bi-annual licensing)	<b>April 2011</b>
<b>Accredited Staging Professional and Licensing</b> (Staging, preparing homes for sale and Training other fellow Stagers)	<b>June 2011</b>
<b>Vermont Community College...St. Johnsbury, VT</b> (Studied Sociology...studies and practice, Psychology...theory and case study...Business management)	<b>1992-1994</b>
<b>Tolland High School, Tolland CT...Business</b>	<b>1972-1976</b>

## Experience

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### **National Alliance on Mental Illness...NAMI NH** **4/1/2014 – Present**

A non-profit organization dedicated to improving the lives of people affected by mental illness.

#### **Community Educator and Prevention Specialist**

Duties and responsibilities with the Project Director for carrying out in the Family Mutual Support (FMS) Grant and the Garrett Lee Smith (GLS) Grant, including support to Survivors of Suicide Loss (SOSL) in terms of networking, leadership development, individual support and postvention outreach, and become trained to lead Connect Suicide Prevention and Postvention programs.

- Work with NAMI NH staff to support and implement related grant and program activities.
- Work closely with other NAMI NH program staff to assist in following NAMI NH's strategic plan and with fulfilling our mission.
- A lead Connect Suicide Prevention, Postvention and Youth Leader Trainer.
- Participate in related statewide committees, webinars and trainings as required to maintain a working knowledge of evidence-based and best practices, state and national plans and initiatives.
- Building ongoing working relationships with professional stakeholders, organizations, families, consumers and survivors of suicide loss on behalf of the NH SOSL.
- Trained to lead Connect Suicide Prevention and Postvention programs as assigned, and will become trained to lead SOSL speaker's bureau trainings.
- Provide 1:1 outreach and support to individuals and families affected with mental illness and/or suicide in NH and link them with other resources.
- Maintain a list of active SOSL list for survivor activities, such as speaking engagements, support groups, advisory and leadership roles, and communicate with them regularly to provide updates, exchange of information, resources, best practices.
- Assist the NH SOSL network with implementing activities such as the ISOS Loss Day (Teleconference), support groups, participation in suicide prevention initiatives such as statewide committees, annual conference.
- Coordinate and oversee SOSL speaker bureau to include mentoring speakers and arranging speaking engagements.
- Helped to build capacity of 10 new loss survivor support groups to date, (still ongoing). Engaged in the planning process and mentoring and supporting experienced and new support groups facilitators.
- Implementing monthly Support Group Facilitator conference calls.
- Strategically planned and implemented 10 new ISOS Loss Day (Teleconference) sites in NH. Support and guided all hosts for these sites.
- Developed and published the SOSL newsletter as required to represent the SOSL network and contribute updates to other mediums such as the NAMI NH website, NAMI e-News, and annual report.
- To date and ongoing, providing monthly accounting of volunteer hours related to SOSL activities, facilitating support groups, maintaining communication with loss survivors and organizations involved in postvention through e-mail, phone and other approved contact (i.e. social media).
- Coordinate and manage stipends for SOSL speakers, scholarships for survivors for the SP Conference, Community Health and Healing funds and other related resources.
- Provide on-call duties 24/7 for loss survivors and their families to include newly bereaved loss survivors.

- Track and report activities and hours as required by grants and meet all required deadlines by providing timely and thorough reports to supervisor.
- Actively participate in supervisory, program and staff meetings and consult regularly with supervisor.
- Work closely with Research Assistant, Project Evaluators and collaborating organizations to ensure that program and other grant required data is collected and transmitted in an organized and timely fashion.
- Co-chair on the Survivors of Suicide Loss Sub-committee for the NH Suicide Prevention Council, also a member of the Communications Sub-committee for the SPC.
- 2017 has become a Mental Health First Aid Instructor through NAMI NH.

### **Exit Realty Great Beginnings, Concord NH**

**7/2012 - 4/2014**

Real Estate Brokerage Agency

### **Realtor®, Certified Buyer Representative, Professional Stager**

- Listed homes to sell, worked with selling clients and buyer clients to purchase homes.
- Negotiating skills.
- Built trusting and lasting relationships.
- Established ongoing referral business.
- Staged homes for sale.

### **Home Style Staging, Pembroke NH**

**5/2010 – 7/2012**

Staging Homes for sale

### **Owner**

- Properly prepared homes for sale
- Redesigned small areas
- Photo shoots
- Color consultations

### **Coldwell Banker All Seasons Realty, Lyndonville VT**

**9/2004 – 9/2009**

Real Estate Brokerage Agency

### **Associate Broker®**

- Listed homes to sell, worked with selling and buyer clients to purchase homes.
- Negotiating skills.
- Built trusting and lasting relationships.
- Established ongoing referral business.
- Helped in managing broker position.

## **Appointments and Professional Affiliations for New Hampshire**

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**Survivors of Suicide Loss Sub-Committee for the NH State Suicide Prevention Council 2013-Present**

- Co-Chair, appointed by the Governor

**Communications Sub-Committee for the NH State Suicide Prevention Council 2014-Present**

- Committee Member

**Member of the Greater Concord Chamber of Commerce 5/2010-7/2012**

**Member Capital Region Board of Realtors®, NH 7/2012-4/2014**

**New Hampshire Association Board of Realtors® 7/2012-4/2014**

**NH Association of Realtors® Legal Committee and Professional Standards Board 7/2012-4/2014**

**National Association of Realtors® serving in NH 7/2012-4/2014**



# Patrick A. Roberts

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## EDUCATION

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

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

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

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

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

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

## WORK EXPERIENCE

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

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

**Evaluation Consultation** - Antioch University New England Center for Behavioral Health Innovation, 2013 – Present

- Collaborate on evaluation of federal grants including Garrett Lee Smith Suicide Prevention, FAST Forward (System of Care), Safe Schools Healthy Students, and Project AWARE
- Collect and submit National Outcome Measure and Infrastructure Development, Prevention & Mental Health Promotion data on a quarterly basis
- Develop and maintain program data dashboards
- Interface with multi-site evaluation teams for federal grants and respond to data and reporting requests

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

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

## RECENT PUBLICATIONS/PRESENTATIONS

- Co-author: Tremblay, G.C., Fauth, J., Erdmann, J., Roberts, P. (2015, November). *Maximizing Practitioner Utility of Data Dashboards*. Paper presented at the annual meeting of the American Evaluation Association, Chicago, IL.
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### ***Patrick Roberts, MA, MEd, Coordinator of Program Evaluation and Improvement:***

Patrick Roberts received his BA in Psychology and Justice Studies from the University of New Hampshire in May of 2005, his MA in Justice Studies from the University of New Hampshire in September of 2006, and his MEd in Counseling in 2009 from the University of New Hampshire. Since September 2006 he has been employed at NAMI NH. He oversees the internal evaluation and evaluation reporting of all NAMI NH programs, and coordinates with the state and national evaluators for the NH's Garrett Lee Smith, FAST Forward (System of Care), Safe Schools Healthy Students, and Project AWARE SAMHSA grants. Mr. Roberts also maintains the social media pages and websites for NAMI NH and NAMI NH's Connect Suicide Prevention Program. He is a member of the NH Research and Evaluation Group, a special member section of the NH Public Health Association, and chairs the NH Suicide Prevention Council Data Subcommittee.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elaine de Mello	Supervisor, Training & Prevention Services	66,586	15%	\$9,988
Ann Duckless	Community Educator & Prevention Specialist	61,143	10%	\$6,114
Deborah Baird	Community Educator & Prevention Specialist	37,000	5%	\$1,850
Patrick Roberts	Program Evaluation Coordinator	48,925	1%	\$489