

78 Am



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

January 31, 2013

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

Sole Source

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a **sole source** contract with NAMI (National Alliance on Mental Illness) NH, VC#166630, Concord, NH, in an amount not to exceed \$4,000.00 to provide training to troopers to assist them in responding to calls involving persons with mental illness. Effective upon Governor and Council approval through December 31, 2013. Funding source: 81% Highway Fund, 19% Turnpike.

Funds are available in the following account in SFY 2013:

02-23-23-234015-40030000 Dept. of Safety – Division of State Police – Traffic Bureau
020-500803 – Current Expenses – Developmental Training

SFY 2013
\$4,000.00

Explanation

This contract is **sole source** because NAMI is the producer of this one-hour web-based training. As NAMI holds the copyright and patent on this program, the only possible vendor would be an affiliate of NAMI. NAMI, NH is the only such local affiliate. This training addresses the situations involving individuals who present with symptoms of mental illness that law enforcement officers are facing every day and will provide an introduction to mental illness including tips and strategies on how to best intervene in these situations. Normally, this type of training would cost up to \$20,000.00 to conduct in a normal classroom setting; consequently, this will provide a significant cost savings to the state.

Respectfully submitted,


John J. Barthelmes
Commissioner
Department of Safety

Subject: Training re: Responding to Calls Involving Persons with Mental Illness

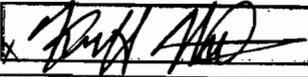
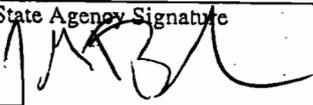
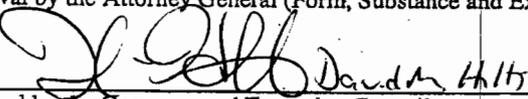
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Dr., Concord, NH 03305	
1.3 Contractor Name NAMI, New Hampshire		1.4 Contractor Address 15 Green St., Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-5359	1.6 Account Number Pls see Exhibit B	1.7 Completion Date December 31, 2013	1.8 Price Limitation Not to exceed \$4,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth C. NORTON Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merriamack</u> On <u>1/24/13</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] PATRICIA A. MARDEN, Notary Public My Commission Expires August 8, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John Bradburn Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 2/7/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

7. PERSONNEL.

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

Contractor Initials *MM*

Date 1/24/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials

Date

RM
1/24/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials *KM*

Date *1/24/13*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

The NAMI (National Alliance on Mental Illness) NH of Concord, NH is being contracted by the Department of Safety, Division of State Police to provide training to troopers to assist them in responding to calls involving persons who present with symptoms of mental illness. Law enforcement officers are often called to respond to situations involving individuals who are presenting with agitated mood, confused thinking, or who may be expressing suicidal thoughts. This training will provide an introduction to mental illness including tips and strategies on how to best approach and effectively intervene in these challenging situations.

Outline of topics and objectives:

- Overview of serious mental health disorders
- Identification of risk associated with disorders and
- Methods of de-escalating situations involving individuals with mental illness
- Awareness of community resources which can assist individuals with mental illness
- Outline legal procedures related to persons with mental illness
- Impact of stress on law enforcement and resources to help

As a result of this training troopers should be able to:

- Recognize various behaviors that may result from a mental illness
- Learn techniques to diffuse potentially volatile interactions
- Understand basic legal procedures related to protective custody and involuntary hospitalization
- Identify options in crisis and non-crisis situations
- Gain awareness of community resources
- Understand self care and resources for managing stress

Training outline:

This one-hour training will be pre-recorded and made accessible through a web-based portal. Content of training is listed in the topical outline above. Questions will be imbedded within the material to promote active participation in the training and to provide a measure for the participant's learning. Case examples will be used to promote application of the concepts.

Training materials and aids to be used will include:

Pre-recorded, web-based video presentation will be provided in conjunction with Power Point slides on the computer screen (webinar format)

- Handouts will be made available electronically along with the presentation and will include:
 - Copy of presentation slides in PDF format
 - Resource list, including website addresses, agency phone numbers, and other pertinent contact information

Number of students:

Number of students is unlimited over the course of one year. Students may access this in-service only through the identified web-based portal. Intended audience is NH law enforcement only.

The contract will be effective upon Department of Safety approval through December 31, 2013. The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

EXHIBIT B

The Contractor agrees to invoice the State of New Hampshire upon issuance of the web-based training. The Contractor further agrees not to exceed the contract total of \$4,000.00 through the contract end date of December 31, 2013. The State of New Hampshire agrees to make payment of such invoice within 30 days of receipt, approval and acceptance by the State.

The appropriate account number for the P-37 form, section 1.6 is:

FY 2013

02-23-23-234015-4003 Dept. of Safety – Div. of State Police – Traffic Bureau
020-500803 - Current Expenses – Developmental Training
\$ 4,000.00

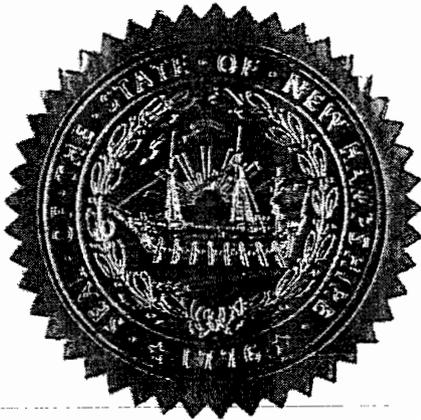
EXHIBIT C

Both parties agree to waive section 14 of the P-37 amount of insurance as the vendor services are strictly web-based and, therefore, provide remotely via the internet.

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of July A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am the duly elected Secretary of **NAMI New Hampshire**
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **January 17, 2013**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, Department of Safety, Division of State Police concerning the following matter:

To Provide: training to state troopers to assist them in responding to calls involving persons who present with symptoms of mental illness.

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

1. The foregoing resolutions have not been amended and remain in full force and effect as of January 17, 2013.

2. Kenneth C. Norton is the duly elected Executive Director of the Corporation.

(Seal)
(Corporation)

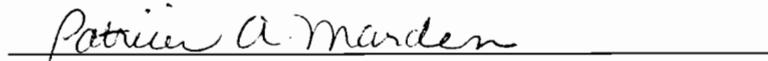

(Signature of Board Secretary)

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 17th day of January, 2013.

By Mary Ellen Forrestall-Nicholls



Name: Patricia A. Marden

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: August 8, 2017



New Hampshire

NH's Voice on Mental Illness

October 2012

NH State Police Web Based One-hour In-service Training Proposal

Responding to Calls Involving Persons With Mental Illness

A one -hour on-line training program

1. Introduction:

The NAMI (National Alliance on Mental Illness) NH proposes to offer this concise, one-hour, web based in-service training for law enforcement officers to assist them in responding to calls involving persons who present with symptoms of mental illness. Law enforcement officers are often called to respond to situations involving individuals who are presenting with agitated mood, confused thinking, or who may be expressing suicidal thoughts. This program will provide an introduction to mental illness including tips and strategies on how to best approach and effectively intervene in these challenging situations.

2. Topical Outline and Objectives:

A topical outline is as follows:

- Overview of serious mental health disorders
- Identification of risk associated with disorders and
- Methods for de escalating situations involving individuals with mental illness
- Awareness of community resources which can assist individuals with mental illness
- Outline legal procedures related to persons with mental illness
- Impact of stress on law enforcement and resources to help

As a result of this training officers should be able to:

- Recognize various behaviors that may result from a mental illness
- Learn techniques to defuse potentially volatile interactions
- Understand basic legal procedures related to protective custody and involuntary hospitalization
- Identify options in crisis and non-crisis situations
- Gain awareness of community resources
- Understand self care and resources for managing stress

3. Training Outline

This one-hour in-service will be pre-recorded and made accessible through a web based portal. Content of training is listed in the topical outline under #2. Questions will be imbedded within the material to promote active participation in the training and to provide a measure for the participant's learning. Case examples will be used to promote application of the concepts.

NAMI NH * 15 Green Street * Concord, NH 03301

PH: 603/225-5359

FX: 603/228-8848

Website: www.NAMINH.org

Email: info@NAMINH.org

4. Training Aids/Materials:

Training aids and materials to be used will include:

- Pre-recorded, web based video presentation will be provided in conjunction with power point slides on the computer screen (webinar format)
- Handouts will be made available electronically along with the presentation and will include:
 - Copy of presentation slides in PDF format
 - Resource list, including website addresses, agency phone numbers, and other pertinent contact information

5. Number of Students:

Number of students is unlimited over the course of one year. Students may access this in-service only through the identified web based portal. Intended audience is NH law enforcement only.

6. Resumes: (provided upon request)

7. Experience: NAMI NH has extensive experience providing training to Law Enforcement in NH as well as across the country. In conjunction with the NH Police Standards and Training Council, NAMI NH provides mental health training for all cadets attending the academy. We have also conducted regional and local training for law enforcement and corrections in NH. We have experienced presenters and trainers who conduct professional workshops regularly on a statewide and national basis.

8. Requirements/equipment:

Web based access. Alternative method would be via DVD.

9. Liability Coverage:

NAMI NH carries liability insurance for all NAMI NH employees involved in conducting training. A copy of the liability certificate can be provided upon approval of the contract.

10. Cost for this one-hour web based course:

A one-time fee of \$4,000 includes the pre-recorded program with accompanying electronic presentation for a web based portal. This includes content development but does not include filming, editing or production costs for creating the video training (based on discussions with Trooper Ghar we are hoping the Fire Academy can assist with this).

11. Copyright: This training video is intended for NH law enforcement personnel only. The training will remain the property of NAMI NH and may not be reproduced or disseminated outside of the intended use without permission from NAMI NH.