



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

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

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June 3, 2013

36 93
100% Federal

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

Sole Source

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

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

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

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

Area served: statewide.

Source of funds: 100% Federal Funds.

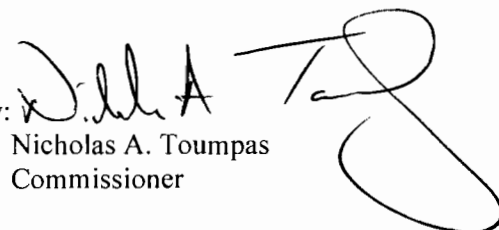
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:



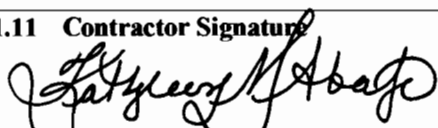
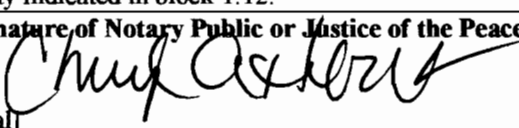
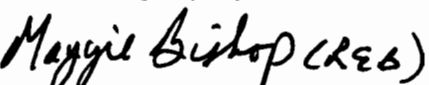
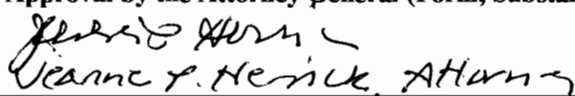
Nicholas A. Toumpas
Commissioner

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health & Human Services Division of Children, Youth & Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Granite State Federation of Families for Children's Mental Health		1.4 Contractor Address 497 Hooksett Rd #258 Manchester, NH 03104	
1.5 Contractor Phone Number 603-785-7948	1.6 Account Number 05-95-95-958010-08330000-102-500731	1.7 Completion Date 06/30/14	1.8 Price Limitation \$83,059
1.9 Contracting Officer for State Agency Maggie Bishop		1.10 State Agency Telephone Number 603-271-4440	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Abate, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of _____ On <u>5-22-13</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 1.12, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Cheryl Hebert, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>17 JUN. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

Contractor Initials: KMA

Date: 5/22/13

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

Engage Executive Director in all grant leadership activities	youth to being comfortable in leadership roles and planning group settings. - Executive Director will engage in all grant governance and leadership activities, including but not limited to: participation on Leadership/Advisory team, participation in Coaching Calls and national TA activities, representation of family perspective on all subgroups/committees as assigned, including CME leadership team, Family and Youth team, Social Marketing and presentation efforts. - Executive Director will ensure compliance with all grant responsibilities including reporting, payroll, human resources and administrative functions.	- Executive Director - Executive Director and Board
Jan-March 2014 Initial Youth Move trainings, North Country and Seacoast	- Host one Youth Move training event to begin to educate new groups of youth about leadership and self-directed supports - Utilize evaluation data from initial trainings to revise training and curriculum	- Executive Director, Youth Coordinator, Youth Reps - Executive Director, Youth Coordinator, Youth Reps

Contractor Initials: KMA

Date: 5/22/13

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

	3. Establish plan for regular youth representation on the CBHC	3. CBHC, Youth Coordinator, Youth Reps
April-June 2014	1. Host one Youth Move training event to begin to educate new groups of youth about leadership and self-directed supports 2. Convene group of youth to be trained in messaging and social marketing 3. Identify sources for developing potential revenue 4. Revise YM training based on evaluation data, plan for summer events	1. Youth Coordinator, Youth Reps, Consultant 2. Youth Coordinator, Youth Reps, Consultant, Steering Committee/CBHC Collaborative members 3. Executive Director, Youth Coordinator, Youth Reps 4. Youth Coordinator, Youth Reps

Contractor Initials: KMA
Date: 5/22/13

EXHIBIT B

Granite State Federation of Families

PAYMENT METHOD

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

Contractor Initials: KMA

Date: 5/22/13

EXHIBIT B

Granite State Federation of Families

PAYMENT METHOD

8. The Contractor may amend the contract budget through line item increases, decreases or the creation of a new line item provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State. Notwithstanding paragraph 18 of the P-37, and amendment limited to the terms of this paragraph does not require additional approval of Governor and Executive Council.
9. Contractor invoices must be submitted to:
DHHS, Division of Children, Youth & Families
129 Pleasant Street, Concord, NH 03301
ATTN: Erica Ungarelli
10. This Agreement is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA#: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: System of Care Expansion Implementation
Amount: \$83,059

Contractor Initials: KMA

Date: 5/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT D

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 GRANTEEES 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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Granite State Federation of Families

From: 5/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Kathleen Abate, Executive Director

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

5/22/13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

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):

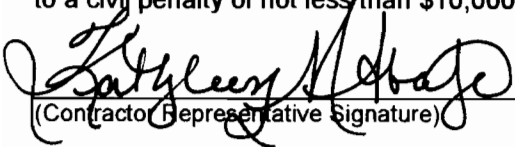
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 05/01/13 through 06/30/14

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 Representative Signature)

Kathleen Abate, Executive Director

(Authorized Contractor Representative Name & Title)

Granite State Federation of Families

(Contractor Name)

(Date)

5/22/13

Contractor Initials: KMA

Date: 5/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless _____ authorized _____ by _____ DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)

Kathleen Abate, Executive Director

(Authorized Contractor Representative Name & Title)

Granite State Federation of Families

(Contractor Name)

5/22/13

(Date)

Contractor Initials: KMA

Date: 5/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Kathleen Abate, Executive Director
(Authorized Contractor Representative Name & Title)

Granite State Federation of Families
(Contractor Name)

5/22/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Representative Signature)

Kathleen Abate, Executive Director

(Authorized Contractor Representative Name & Title)

Granite State Federation of Families

(Contractor Name)

5/22/13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- c. 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Dept of Health & Human Svcs
Div. of Children, Youth & Families

Granite State Federation of Families

The State Agency Name

Name of the Contractor

Maggie Bishop (CES)
Signature of Authorized Representative

Kathleen Abate
Signature of Authorized Representative

Maggie Bishop

Kathleen Abate

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

Date

Date

5/22/13

STANDARD EXHIBIT J

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.

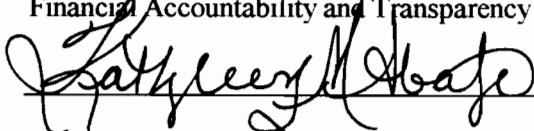
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

EXEC. DIRECTOR

(Authorized Contractor Representative Name & Title)

KATHLEEN M. ABATE

(Contractor Name)

5/22/13

(Date)

Contractor initials: KMA

Date: 5/22/13

Page# 31 of Page# 49

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: 082722666 _____

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?

X NO

_____ YES

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

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

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

_____ NO

_____ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

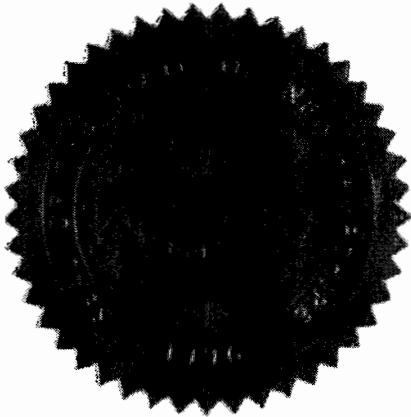
Contractor initials: KMA
Date: 5/22/13
Page# 32 of Page# 49

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Granite State Federation of Families is a New Hampshire nonprofit corporation formed February 11, 1999. I further certify that it is in good standing as far as this office is concerned, having 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 28th day of March, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Elaine Pavitt, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Granite State Federation of Families, Inc. _____.
(Corporation Name)

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 4/30/2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of

Family and Youth Leadership, Engagement, and Training
_____ services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby 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 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 22nd day of May, 2013.
(Date Contract Signed)

4. Kathleen M Abate is the duly elected
Executive Director

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Corporation.

Elaine Pavitt
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

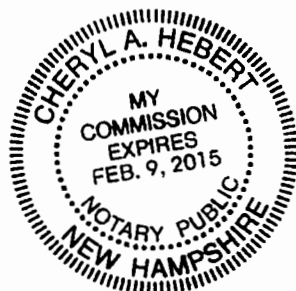
County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of May, 2013.

By Elaine Pavitt
(Name of Clerk of the Corporation)

Cheryl A. Hebert
(Notary Public/Justice of the Peace)
Commission Expires: 2-9-15

(NOTARY SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Frances McEvoy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL ADDRESS: fmcevoy@crossagency.com														
INSURED Granite State Federation of Families Inc. 940 Mammoth Road Manchester NH 03104	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Philadelphia Ins Co</td><td></td></tr><tr><td>INSURER B: First Comp</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Ins Co		INSURER B: First Comp		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Ins Co															
INSURER B: First Comp															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 12-13 GL, BA & WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		PHPK909899	9/17/2012	9/17/2013	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 \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK909899	9/17/2012	9/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WC009583203 (3a.) NH All officers included	9/17/2012	9/17/2013	☒ WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

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

AUDITED FINANCIAL STATEMENTS

JUNE 30, 2010

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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

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

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

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

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

Wheeler, Ring, Dolan & Dupuis, PC

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

Manchester, New Hampshire
February 23, 2011

GRANITE STATE FEDERATION OF FAMILIES, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2010

ASSETS

Current Assets

Cash and Cash Equivalents	\$ 35,510
Accounts Receivable	<u>21,293</u>

Total Current Assets 56,803

Property and Equipment, Net	10,262
Less Accumulated Depreciation	<u>9,335</u>

Net Property and Equipment 927

TOTAL ASSETS \$ 57,730

LIABILITIES AND NET ASSETS

Current Liabilities

Accrued Payroll and Related Expense	\$ 2,544
Accounts Payable	<u>1,358</u>

Total Current Liabilities 3,902

Net Assets

Unrestricted	<u>53,828</u>
--------------	---------------

TOTAL LIABILITIES AND NET ASSETS \$ 57,730

(See accompanying notes to these financial statements)

GRANITE STATE FEDERATION OF FAMILIES, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2010

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

(See accompanying notes to these financial statements)

GRANITE STATE FEDERATION OF FAMILIES, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2010

Cash Flows From Operating Activities

Change in Net Assets \$ (30,803)

Adjustments to reconcile change in net assets
to net cash provided by operating activities

Depreciation 330

(Increase) decrease in the following assets:

Accounts Receivable 14,554

Increase (decrease) in the following liabilities:

Accounts Payable (105)

Accrued Payroll and Related Expenses (79)

Net Cash (Used) Provided by Operating Activities (16,103)

NET (DECREASE) INCREASE IN CASH AND

CASH EQUIVALENTS (16,103)

Cash and Cash Equivalents, Beginning of Year 51,613

CASH AND CASH EQUIVALENTS, END OF YEAR \$ 35,510

(See accompanying notes to these financial statements)

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

NOTE 1 NATURE OF ORGANIZATION

Organization

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

NOTE 2 SIGNIFICANT ACCOUNT POLICIES

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

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

Income Taxes

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

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

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

Property and Equipment

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

Allowance for Doubtful Accounts

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

Financial Statement Presentation

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

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

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

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

Contributed Services

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

Excess of Revenue Over Expenses

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

NOTE 3 FUNCTIONAL EXPENSES

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

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

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

NOTE 4 RETIREMENT PLAN

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

NOTE 5 EVALUATION OF SUBSEQUENT EVENTS

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

Granite State Federation of Families

Board Contact List 5-7-13

("*" denotes family member/youth)

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

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

KEY ADMINISTRATIVE PERSONNEL
CONTRACT PERIOD 6/1/2013 (or date of G&C) – 6/30/14
Granite State Federation of Families: FAST Forward Grant

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

Granite State Federation of Families for Children's Mental Health

Mission Statement

This Corporation is a non-profit, non-sectarian, non-political, voluntary corporation organized under the laws of New Hampshire and designed to provide a statewide family run organization focused on the needs of children and youth with emotional, behavioral and/or mental disabilities and their families. The object for which this Corporation is established is to provide leadership in the field of children's mental health and develop the necessary human and financial resources to meet its goals; to address the unique needs of children and youth with emotional, behavioral and/or mental disabilities from birth through transition to adulthood; to ensure the rights to full citizenship, support and access to community based services for all children and youth with emotional, behavioral and/or mental disorders and their families and to provide information and engage in advocacy regarding research, prevention, early intervention, family support, education, transition services and other services needed by these children, youth and their families.

Kathleen M. Abate

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

Professional Experience:

7/2000-present: Executive Director, Federation of Families for Children's Mental Health, Manchester, NH.

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

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

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

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

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

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

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

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

References Available Upon Request

Hannah E. Raiche

SCHOOL ACTIVITIES

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

VOLUNTEER ACTIVITIES

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

WORK EXPERIENCE

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

JUSTIN TILBE

Special skills and Qualifications

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

Education

Exeter Adult High School Diploma, June 2010

Hesser College Criminal Justice associates degree

Experience

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

Employers

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

Panera Bread, Nashua NH, 2012- current

Target, Nashua NH, 2011- 2012

Chunky's pub and cinema, Nashua, NH, 2010- 2011

New England Drag way, Epping, NH, 2004- 2011

Reference Available upon request

Education:

Westfield State University, Westfield MA: enrolled as a freshman for Fall 2012

Manchester Central High School, Manchester NH: graduating June 2012

Work Experience:

Granite State Federation of Families, Manchester NH: **Youth Coordinator**, Summer 2011 and April 2012-present: Responsible to plan for youth leadership training under the Youth Move National model, to coordinate with national consultant for planning and for curriculum development, to plan for space and food and recruit youth to participate in training.

Luisa's Pizza, Bedford NH: **Cook**, February 2012 to present: Perform all tasks related to food preparation and cooking in a high pressure kitchen environment.

Volunteer Experience:

Vice Chair: City of Manchester, Mayor's Youth Advisory Council: The Council advises the Mayor of the City of Manchester on issues of importance to youth in our community. In addition, the Council hosts political debates each election cycle for local and state candidates for office and youth develop both the structure and content of the debates. As part of the Council, I also worked to develop, draft, and disseminate a white paper on dropout prevention strategies and present this work at the Governor's Conference on Dropout Prevention.

Secretary, Manchester Violence Prevention Teen Network (MVP Teens): MVP Teens addresses a wide range of issues, from dating violence to bullying to violence within the home. This work is done by youth developed presentations and performances and facilitated exercises for varied audiences. With MVP Teens, I have given plenary presentations at the state "Stop the Bullying: A Collaborative Approach" Conference sponsored by the State Advisory Group for Juvenile Justice as well as the APEX III Conference on Dropout Prevention sponsored by the UNH Institute on Disability.

Conferences and Conventions:

2008: Received a scholarship for Youth Track Participation at the Georgetown University Training Institutes: Developing Systems of Care, Nashville, TN

2009: NH Youth Rep to the IDEA Partnership Conference on Advancing School Mental Health, Minneapolis, MN

2011: Received a scholarship to attend YOUTH MOVE National training in Washington, DC. Presented on violence and teens as keynote at APEX III Dropout Prevention Conference with MVP Teens.

2012: Presented on Youth Move at APEX III Dropout Prevention Conference

ST4Y System of Care Expansion Project: Budget

5/01/13 - 6/30/14

Granite State Federation of Families: YOUTH MOVE

Full Fringe Rate 30.0%
Partial Fringe Rate 10.0%

Category	Position	FTE	Budget
Personnel @ Full Fringe Rate:			
<u>Kathleen Abate</u>	Executive Director	47000	17,390
<u>Hannah Raiche</u>	Youth Coordinator	41600	20,800
<u>Justin Tilbe</u>	Youth Rep	20,800	4,160
<u>Julian Abate</u>	Youth Rep	20,800	4,160
<u>To Be Named</u>	Youth Rep	20,800	4,160
Total Personnel @ Full Fringe Rate:			50,670
Personnel @ Partial Fringe Rate:			
Total Personnel @ Partial Fringe Rate:			-
Total Personnel:			50,670
Fringe Benefits:			15,201
Total Personnel & Fringe Benefits:			65,871
Equipment			-
Subcontracts:			
Youth Move National Consultant(s), \$1000 * 4 days per year			4,000
			-
Total Subs			4,000

Travel:		
Staff Travel 800 mi per month @ .45		4,320
Transporter \$100 per event plus mileage @ .45 (@150 per event* 6)		900
Total Travel:		5,220
Supplies:		2,000
Other:		
Youth Support for participation 15*25*4=		1,500
Telephone/Communications \$50* 5staff*12		3,000
Printing/Copying		300
Postage		68
Conference/Meeting costs @\$200 per event*4		800
Website maintenance costs \$25*12		300
Total Other:		5,968
Total Direct Costs:		83,059
MTDC		
F&A	Rate	
Grand Total:		83,059

ST4Y System of Care Expansion Project
5/01/13 - 6/30/14: Budget Narrative
 Granite State Federation of Families: YOUTH MOVE

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Narrative: ED time will be spent both supervising the YM activities and participating in wider grant related obligations: Leadership and subgroup activities to include CME practice group, Social Marketing, Advisory team, planning teams for events and preparations, report writing, and all human resource and payroll functions of the organization related to the project.			
Total Personnel @ Full Fringe Rate:			50,670
Personnel @ Partial Fringe Rate:			
Total Personnel @ Partial Fringe Rate:			-
Total Personnel:			50,670
Fringe Benefits:			15,201
Total Personnel & Fringe Benefits:			65,871

Fringe includes FICA, Worker's Comp, Liability and Board and Officer Insurance, Employee benefits where eligible, Payroll services and associated accounting expenses, portion of required audit, 403B contributions at 3% for eligible employee(s)

Equipment	-
Subcontracts: Youth Move National Consultant(s), \$1000 * 4 days per year	4,000
The GSFFCMH will contract with specialists from the Youth Move National pool of consultants in order to plan for activities and for sustainability, and design products and processes appropriate to a nascent Youth Move state chapter. Standard rate for those services is \$1,000 per day.	-
Total Subs	4,000
Travel: Staff Travel 800 mi per month @ .45 Transporter \$100 per event plus mileage @.45 (average @150 per event* 6)	- 4,320 900
Total Travel:	5,220
Supplies: Includes all supplies associated with running the organization, including purchase of one laptop for presentation use (@ \$500) and performing the required yearly upgrade of our payroll software (\$199.00).	2,000
Other: Youth Support for participation 15*25*4= 1,500 Individual support to youth to make it possible for them to attend events and training sessions. Will help to cover transportation, child care, and missed work or other expenses related to attendance.	1,500

Telephone/Communications \$50* 5staff*12. Each staff will be given a \$50 per month phone/internet allowance to defray personal costs of working from home offices and in the community. Staff will be positioned statewide.
 Printing/Copying: Costs associated with printing materials for training and development
 Postage
 Conference/Meeting costs @\$200 per event*4
 Website maintenance costs \$25*12

	3,000
	300
	68
	800
	300
Total Other:	5,968
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F&A	
Grand Total:	83,059