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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

November 12, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with NAMI New Hampshire (VC#166630), Concord, NH to add funds to support family mutual support and suicide prevention services, by increasing the price limitation by $50,000 from $2,872,403 to $2,922,403 with no change to the contract completion date of June 30, 2025, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #18, amended on June 15, 2022, item #22, and most recently amended on May 17, 2023, item #25.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add funding so that family mutual support providers can keep pace with the cost of service provision. Pursuant to House Bill (HB) 2, Section 550 (2023), funds were made available for this purpose. The Contractor will continue providing statewide family mutual support, public education and suicide prevention services through support, education and advocacy for adults and families affected by Serious Mental Illness (SMI), as well as children and their families affected by Serious Emotional Disturbance (SED).

Approximately 22,000 individuals will be served from July 1, 2023 through June 30, 2025.

The Contractor will continue to provide peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. They will also continue to provide an array of training sessions on best practices for suicide prevention and post intervention for individuals, family members, service providers, and the general public. In addition, crisis intervention, suicide intervention, and peer leadership training sessions will be provided.

The Contractor will continue providing information to the public through web-based media, and distribute electronic and printed materials, upon approval by the Department, on topics that include family support and education programs and resources for survivors of a suicide loss.

The Contractor participates on the New Hampshire Suicide Prevention Council as a member organization, and will support implementation of the goals of the suicide prevention council's strategic plan.

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The Department will continue to monitor these services through the review of data reports, periodic surveys, and other data as requested by the Department to ensure the Contractor provides:

- A minimum of eight (8) training sessions each month;
- One-on-one family support programming for a minimum of 125 individuals annually;
- Web-based support groups to serve a minimum of 120 families/caregivers annually;
- Family, friends, peer, and caregiver education classes for a minimum of 175 participants annually;
- Responses to a minimum of 1,000 phone, e-mail, social media messaging, and/or in-person inquiries annually; and
- Community presentations to a minimum of 400 family members and the general public annually on a variety of topics related to promoting awareness of treatment and recovery, suicide prevention and early interventions, and advocacy.
- In-Reach services to residents at the Glencliff Home through an In-Reach Liaison who, in collaboration with the in-reach case manager, assists residents with exploring steps to transitioning back into the community.
- One (1) full time Community and Stakeholder Engagement Coordinator (Engagement Coordinator) to inform the development of the NH CCBHC model.

Should the Governor and Council not authorize this request, the Department will be unable to provide the Contractor with additional funding to keep pace with the cost of service provision. This may impact services to individuals with severe mental illness, their families, and parents and families of children with serious emotional disturbances, which could result in an increase in the rate of suicides statewide.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2022-DBH-01-FAMIL-01-A02
FISCAL DETAIL SHEET

05-95-092-922010-41190000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

100% General Funds

Vendor Name: NAMI NH — Vendor # 166630-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	92204119	$522,637.00	$0.00	$522,637.00
2023	102-500731	Contracts for Program Services	92204119	$522,637.00	$0.00	$522,637.00
2024	102-500731	Contracts for Program Services	92204119	$522,637.00	$25,000.00	$547,637.00
2025	102-500731	Contracts for Program Services	92204119	$522,637.00	$25,000.00	$547,637.00
			Sub Total	*$2,090,548.00*	*$50,000.00*	*$2,140,548.00*

05-95-092-922010-41170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Vendor Name: NAMI NH — Vendor # 166630-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	92204117	$100,000.00	$0.00	$100,000.00
2023	102-500731	Contracts for Program Services	92204117	$192,465.00	$0.00	$192,465.00
2024	102-500731	Contracts for Program Services	92204117	$192,465.00	$0.00	$192,465.00
2025	102-500731	Contracts for Program Services	92204117	$192,465.00	$0.00	$192,465.00
			Sub Total	*$677,395.00*	*$0.00*	*$677,395.00*

05-95-092-922010-19090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT

100% Federal Funds

Vendor Name: NAMI NH — Vendor # 166630-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	TBD	$104,460.00	$0.00	$104,460.00
2025	102-500731	Contracts for Program Services	TBD	$0.00	$0.00	$0.00
			Sub Total	*$104,460.00*	*$0.00*	*$104,460.00*

TOTAL	**$2,872,403.00**	**$50,000.00**	**$2,922,403.00**

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Family Mutual Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NAMI New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #18), as amended on June 15, 2022 (Item #22), as amended on May 17, 2023 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,922,403

2. Modify Exhibit C-4, Amendment #2, SFY 2024 Budget Sheet, in its entirety with Exhibit C-4, Amendment #3, Budget Sheet, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C-6, Amendment #2, SFY 2025 Budget Sheet, in its entirety with Exhibit C-6, Amendment #3, Budget Sheet, which is attached hereto and incorporated by reference herein.
4. Add Exhibit C-8, Amendment #3, Budget Sheet, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-9, Amendment #3, Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/29/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

NAMI New Hampshire

11/28/2023
Date

DocuSigned by:
Susan Stearns
Name: Susan Stearns
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/29/2023
Date

DocuSigned by:
Robyn Guarino
7487348449411480...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-4 Amendment #3, Budget Sheet

New Hampshire Department of Health and Human Services	
Contractor Name:	NAMI New Hampshire
Budget Request for:	Family Mutual Support Services
Budget Period	7/1/2023 - 6/30/2024
Indirect Cost Rate (if applicable)	26.6%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$419,234
2. Fringe Benefits	$89,419
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$18,580
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,640
7. Software	$0
8. (a) Other - Marketing/ Communications	$6,868
8. (b) Other - Education and Training	$2,340
8. (c) Other - Other (specify below)	$0
Postage	$2,500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$540,581
Total Indirect Costs	$111,516
TOTAL	$652,097

Contractor Initial: SS (DS)

Date: 11/28/2023

Exhibit C-6 Amendment #3, Budget Sheet

New Hampshire Department of Health and Human Services	
Contractor Name:	NAMI New Hampshire
Budget Request for:	Family Mutual Support Services
Budget Period	7/1/2024 - 6/30/2025
Indirect Cost Rate (if applicable)	26.6%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$353,564
2. Fringe Benefits	$74,408
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$13,780
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$804
7. Software	$0
8. (a) Other - Marketing/ Communications	$6,193
8. (b) Other - Education and Training	$2,340
8. (c) Other - Other (specify below)	$0
Other (postage)	$2,500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$453,589
Total Indirect Costs	$94,048
TOTAL	$547,637

Contractor Initial: SS (DS)

Date: 11/28/2023

Exhibit C-8 Amendment #3, Budget Sheet

New Hampshire Department of Health and Human Services	
Contractor Name:	NAMI New Hampshire
Budget Request for:	Suicide Prevention Coalition-Fiscal Agent
Budget Period	7/1/2023 - 6/30/2024
Indirect Cost Rate (if applicable)	0.0%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$9,571
2. Fringe Benefits	$1,500
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Outside Services	$88,929
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	$100,000

Contractor Initial: SS

Date: 11/28/2023

Exhibit C-9 Amendment #3, Budget Sheet

New Hampshire Department of Health and Human Services	
Contractor Name:	NAMI New Hampshire
Budget Request for:	Suicide Prevention Coalition-Fiscal Agent
Budget Period	7/1/2024 - 6/30/2025
Indirect Cost Rate (if applicable)	0.0%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$9,571
2. Fringe Benefits	$1,500
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Outside Services	$88,929
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	$100,000

Contractor Initial: SS (DS)

Date: 11/28/2023

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State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NAMI NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62349**

Certificate Number: **0006349867**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of November A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, __Todd Donovan_____, hereby certify that:

1. I am a duly elected President of _NAMI New Hampshire_____.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _November 17, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That _Susan L. Stearns, Executive Director_____ (may list more than one person)

is duly authorized on behalf of ___NAMI New Hampshire_____ to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Todd Donovan

Dated: November 17, 2023

Signature of Elected Officer
Name: Todd Donovan
Title: President

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

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 have ADDITIONAL INSURED provisions or 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
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Eleanor Spinazzola
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Philadelphia Insurance Co	
INSURER B	Technology Insurance Co	42376
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED
National Alliance on Mental Illness, NAMI-NH
85 North State Street
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			PHPK2547256	05/07/2023	05/07/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							AbMol Cnslr, ClssSpc	$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			PHUB861285	05/07/2023	05/07/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TES4314240	10/10/2023	10/10/2024	X PER STATUTE / OTHER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

State of NH, Department of Health & Human Services
129 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

Fairley Kennedy

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NAMI New Hampshire
National Alliance on Mental Illness

MISSION

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

VISION

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

- Access the supports and evidence-based treatment necessary for recovery;
- Have a lifespan that is not cut short by suicide or co-occurring conditions; and
- Reach their full potential, living in their communities free from discrimination.

GUIDING VALUES

Compassion. We offer compassion and empathy to all who are affected by mental illness and suicide.

Dignity. We believe everyone deserves to be free from judgment, and strive to foster hope always.

Inclusiveness. We respect people, value the voice of individuals with lived experience, and are committed to equality and diversity.

Collaboration. We are committed to a culture of teamwork and collaboration with diverse partners, working toward shared goals.

Integrity. We believe in openness and transparency, stewarding our resources, and being accountable to the individuals and families we serve, our members, and our funders.

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NAMI NEW HAMPSHIRE

Financial Statements

With Schedule of Expenditures of Federal Awards

June 30, 2022 and 2021

and

Independent Auditor's Report

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

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

Schedule of Findings and Questioned Costs

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NAMI NEW HAMPSHIRE

FINANCIAL STATEMENTS
June 30, 2022 and 2021

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
NAMI New Hampshire

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of NAMI New Hampshire (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of NAMI New Hampshire as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of NAMI New Hampshire and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NAMI New Hampshire's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and

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therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NAMI New Hampshire's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about NAMI New Hampshire's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

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

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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2022, on our consideration of NAMI New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NAMI New Hampshire's internal control over financial reporting and compliance.

Vachon Clukay & Company PC

Manchester, New Hampshire
December 16, 2022

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NAMI NEW HAMPSHIRE
STATEMENTS OF FINANCIAL POSITION
June 30, 2022 and 2021

	2022	2021
ASSETS		
CURRENT ASSETS:		
Cash	$ 551,943	$ 526,623
Investments	881,555	687,193
Accounts receivable, net	268,685	355,275
Grants receivable	572,686	319,882
TOTAL CURRENT ASSETS	2,274,869	1,888,973
PROPERTY AND EQUIPMENT:		
Land	290,800	290,800
Building and improvements	1,177,690	1,177,690
Equipment	8,218	8,218
Furniture and fixtures	604	604
	1,477,312	1,477,312
Less accumulated depreciation	(222,015)	(195,490)
PROPERTY AND EQUIPMENT, NET	1,255,297	1,281,822
OTHER NONCURRENT ASSETS:		
Investments	821,634	848,351
TOTAL OTHER NONCURRENT ASSETS	821,634	848,351
TOTAL ASSETS	$ 4,351,800	$ 4,019,146
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 213,569	$ 116,644
Accrued expenses	273,190	140,200
Refundable grant	152,083	
Current portion of mortgage notes payable	16,137	11,853
TOTAL CURRENT LIABILITIES	654,979	268,697
NONCURRENT LIABILITIES:		
Mortgage notes payable, less current portion	317,905	406,606
TOTAL NONCURRENT LIABILITIES	317,905	406,606
TOTAL LIABILITIES	972,884	675,303
NET ASSETS:		
Without donor restrictions:		
Undesignated	2,557,282	2,451,970
Board designated	821,634	848,351
With donor restrictions:		
Purpose restrictions		43,522
TOTAL NET ASSETS	3,378,916	3,343,843
TOTAL LIABILITIES AND NET ASSETS	$ 4,351,800	$ 4,019,146

See notes to financial statements

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NAMI NEW HAMPSHIRE
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2022 and 2021

	2022	2021
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUE AND SUPPORT:		
Fees and grants from governmental agencies	$ 2,516,451	$ 2,588,944
Contributions	663,216	640,142
Interest and dividends	283	11,694
Unrealized gains (losses) on investments	(94,158)	173,424
Fundraising events	200,565	180,723
Training services	1,439,974	1,193,860
Membership dues	3,968	6,556
Other revenue	92,654	5,998
SBA Paycheck Protection Program loan forgiveness		454,800
Net assets released from donor restrictions	43,522	
TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS	4,866,475	5,256,141
EXPENSES:		
PROGRAM SERVICES:		
Community and Public Policy Relations	218,090	217,910
Connect Suicide Prevention Project	863,686	802,007
Public Education	2,679,246	2,345,448
TOTAL PROGRAM SERVICES	3,761,022	3,365,365
SUPPORTING SERVICES:		
Management and General	683,297	426,563
Fundraising	343,561	231,053
TOTAL SUPPORTING SERVICES	1,026,858	657,616
TOTAL EXPENSES	4,787,880	4,022,981
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	78,595	1,233,160
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Training services		43,522
Net assets released from donor restrictions	(43,522)	
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(43,522)	43,522
CHANGE IN NET ASSETS	35,073	1,276,682
NET ASSETS - JULY 1	3,343,843	2,067,161
NET ASSETS - JUNE 30	$ 3,378,916	$ 3,343,843

See notes to financial statements

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NAMI NEW HAMPSHIRE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022

	Program Services				Supporting Services			
	Community and Public Policy Relations	Connect Suicide Prevention Project	Public Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:								
Salaries	$ 161,790	$ 310,117	$ 1,859,793	$ 2,331,700	$ 427,114	$ 155,695	$ 582,809	$ 2,914,509
Employee benefits	21,940	53,485	287,303	362,728	28,552	19,775	48,327	411,055
Payroll taxes	11,469	22,607	139,717	173,793	44,601	10,051	54,652	228,445
	195,199	386,209	2,286,813	2,868,221	500,267	185,521	685,788	3,554,009
OTHER EXPENSES:								
Accounting	508	2,158	6,729	9,395	2,412	889	3,301	12,696
Audit fees	800	3,400	10,600	14,800	3,800	1,400	5,200	20,000
Legal and membership fees		1,964	1,715	3,679	6,156		6,156	9,835
Contracted services	696	390,990	57,378	449,064	41,970	48,260	90,230	539,294
Client services/training	3,774	13,023	88,394	105,191	5,458	5,741	11,199	116,390
Software subscriptions	322	1,248	28,676	30,246	14,155	10,444	24,599	54,845
Staff conferences and conventions	340	1,691	3,004	5,035	12,669	2,628	15,297	20,332
Occupancy	1,289	5,479	17,082	23,850	6,210	2,256	8,466	32,316
Office supplies	4,221	11,681	32,390	48,292	15,821	7,493	23,314	71,606
Maintenance	5,244	22,286	69,483	97,013	24,908	9,177	34,085	131,098
Fundraising/Event supplies				-		27,826	27,826	27,826
Depreciation	1,296	5,511	11,291	18,098	6,158	2,269	8,427	26,525
Food supplies	86	1,610		1,696	5,458	20,673	26,131	27,827
Equipment rental	562	2,389	7,449	10,400	2,670	984	3,654	14,054
Equipment maintenance			4,712	4,712	8,458	338	8,796	13,508
Advertising			275	275		66	66	341
Printing	275	1,277	3,650	5,202	202	7,613	7,815	13,017
Telephone and communications	2,819	5,187	27,659	35,665	22,115	1,657	23,772	59,437
Postage and shipping	51	223	3,187	3,461	1,114	5,392	6,506	9,967
Staff transportation	8	5,149	11,865	17,022	285	1,415	1,700	18,722
Insurance	520	2,211	6,894	9,625	2,472	911	3,383	13,008
Other expenditures	80			80	539	608	1,147	1,227
Total	$ 218,090	$ 863,686	$ 2,679,246	$ 3,761,022	$ 683,297	$ 343,561	$ 1,026,858	$ 4,787,880

See notes to financial statements

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NAMI NEW HAMPSHIRE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021

	Program Services				Supporting Services			
	Community and Public Policy Relations	Connect Suicide Prevention Project	Public Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:								
Salaries	$ 172,802	$ 263,250	$ 1,645,431	$ 2,081,483	$ 257,701	$ 134,070	$ 391,771	$ 2,473,254
Employee benefits	12,023	41,984	283,828	337,835	16,333	30,147	46,480	384,315
Payroll taxes	13,856	20,670	135,881	170,407	15,902	9,671	25,573	195,980
	198,681	325,904	2,065,140	2,589,725	289,936	173,888	463,824	3,053,549
OTHER EXPENSES:								
Accounting	349	1,504	2,918	4,771	72	2,321	2,393	7,164
Audit fees	448	5,722	5,722	11,892	460	448	908	12,800
Legal and membership fees	4,968	2,589	2,868	10,425	9,495	1,305	10,800	21,225
Contracted services	500	422,445	61,764	484,709	43,195	1,511	44,706	529,415
Client services/training	2,013	14,512	66,891	83,416	835	3,933	4,768	88,184
Software subscriptions	733	1,825	4,419	6,977	19,991	10,595	30,586	37,563
Staff conferences and conventions	313	333	455	1,101	1,315	200	1,515	2,616
Occupancy	1,600	6,723	21,766	30,089	320	1,600	1,920	32,009
Office supplies	739	95	5,248	6,082	30,091	1,361	31,452	37,534
Maintenance	854	3,588	11,617	16,059	171	854	1,025	17,084
Fundraising/Event supplies			8,045	8,045		15,046	15,046	23,091
Depreciation	1,621	6,807	22,040	30,468	324	1,621	1,945	32,413
Food supplies	29		20	49	522	373	895	944
Equipment rental	823	3,458	11,198	15,479	1,344		1,344	16,823
Equipment maintenance	75	564	2,678	3,317	2,762	74	2,836	6,153
Advertising			254	254		1,050	1,050	1,304
Printing			2,677	2,677		355	355	3,032
Telephone and communications	3,522	3,272	29,014	35,808	19,165	2,699	21,864	57,672
Postage and shipping	34	52	2,475	2,561	857	5,436	6,293	8,854
Staff transportation		180	3,780	3,960		174	174	4,134
Insurance	608	2,434	8,275	11,317	243	608	851	12,168
Other expenditures			6,184	6,184	5,465	5,601	11,066	17,250
Total	$ 217,910	$ 802,007	$ 2,345,448	$ 3,365,365	$ 426,563	$ 231,053	$ 657,616	$ 4,022,981

See notes to financial statements

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NAMI NEW HAMPSHIRE
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2022 and 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from grants, contributions, and contracts	$ 4,902,621	$ 4,474,034
Interest income received	283	11,694
Cash paid to employees	(2,812,084)	(2,629,683)
Cash paid to suppliers and others	(1,703,026)	(1,476,291)
Interest paid	(16,254)	(18,621)
Net Cash Provided by Operating Activities	371,540	361,133
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(261,803)	(191,185)
Net Cash Used for Investing Activities	(261,803)	(191,185)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on mortgage notes payable	(84,417)	(103,107)
Net Cash Used for Financing Activities	(84,417)	(103,107)
Net Increase in Cash	25,320	66,841
Cash, beginning of year	526,623	459,782
Cash, ending of year	$ 551,943	$ 526,623
Supplemental Disclosure of Non-cash Transactions:		
Unrealized gains (losses) on investments	$ (94,158)	$ 173,424
SBA Paycheck Protection Program loan forgiveness	-	454,800
	$ (94,158)	$ 628,224

See notes to financial statements

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NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2022 and 2021

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

NAMI New Hampshire (National Alliance on Mental Illness) was founded as a nonprofit corporation in 1982 and is committed to improving the lives of all people affected by mental illness and suicide through support, education and advocacy. As a grassroots coalition of people living with mental illness and their families, NAMI NH has over 40 years of service to Granite State children, transition age youth, adults, and seniors, offering statewide activities which provide education/training and support to individuals, families and communities. The organization also promotes and provides advocacy and empowerment at the individual/family level as well as at the systems level by offering members, volunteers, and stakeholders training and graduated opportunities to build confidence in advocacy and leadership skills. Last year, NAMI NH provided support, education and advocacy to over 15,000 individuals. The financial support for these programs and activities comes from a variety of sources that include governmental and private foundation grants, contract services, donations, and membership dues.

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

- Access the supports and evidence-based treatment necessary for recovery;
- Have a lifespan that is not cut short by suicide or co-occurring conditions; and
- Reach their full potential, living in their communities free from discrimination.

In support of our mission, NAMI NH is dedicated to providing support, education and advocacy equitably without discrimination against, or harassment of, any person on the basis of race, color, national origin, language, religion, sex, age, disability, citizenship, marital status, creed, sexual orientation, gender expression or gender identity (individuals' preferred gender will be respected, and individuals will be referred to by their name and pronoun of choice, whenever feasible) or any other characteristic protected by federal or state law. Any such discrimination or harassment is prohibited and will not be tolerated.

Accounting Policies

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

Basis of Accounting

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

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

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Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Donated Services, Materials and Facilities

NAMI New Hampshire receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, are not reflected in the financial statements because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Donated goods and professional services are recorded as both revenues and expenses at their estimated fair value. The Entity received donated supplies and professional services in support of fundraising activities totaling -$0- during each of the years ending June 30, 2022 and 2021, respectively.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. Salaries, employee benefits, payroll taxes, accounting, audit fees, legal fees, occupancy, maintenance, depreciation, equipment rental, equipment maintenance, telephone, and insurance are distributed based on a cost allocation process. Expenses are initially charged to each program or supporting function based on time and effort. Expenses associated with management and general are then allocated among the program and supporting services based on one of two criteria. The first criteria used is to allocate indirect costs based on the indirect cost rate established by the grantor. If there is no indirect rate specified, the overhead rate as it appears on the IRS form 990 of the preceding year will be used.

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Cash and Cash Equivalents

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

Investments

Investments, which consist principally of money market accounts, mutual funds, and exchange traded funds, are carried at their market value at June 30, 2022 and June 30, 2021. Investments reported as non-current represent amounts designated by the Board as held for an operating reserve. Unrealized gains and losses on investments are reflected in the statements of activities.

Property and Equipment

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

	Years
Building and improvements	39
Equipment	5
Furniture and fixtures	7-10

Depreciation expense was $26,525 and $32,413 for the years ended June 30, 2022 and 2021, respectively.

Compensated Absences

Full-time and part-time employees are entitled to paid vacation based on their length of employment. Employees are allowed to carry forward a maximum of 10 vacation days. Upon termination of employment, full-time employees will receive up to five days of accrued/unused vacation pay. Accrued vacation pay amounted to $47,248 and $42,111 as of June 30, 2022 and 2021, respectively.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. An allowance for uncollected receivables of $4,000 has been recorded as of June 30, 2022 and 2021.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS.

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FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2022 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Estimates

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

Fair Value of Financial Instruments

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

Revenue Recognition

The Entity recognizes contributions, donations, and other miscellaneous income when cash is received or based on donor restrictions as described previously. Interest income is recognized monthly as accrued. The Entity recognizes revenue from contracts with customers in the form of training and consultation services provided to organizations and individuals. Revenue for training and consultation services are recognized at a point in time as services are rendered. Amounts recognized are based on amounts invoiced. Payment is due on presentation of invoice.

The Entity also has revenue derived from governmental contracts for counseling services provided to individuals. Revenue from governmental contracts is recognized when the Entity has met the performance requirements specified by contract provisions. For governmental contracts, services are invoiced on a monthly basis in arrears, however, a receivable may be recorded in advance of amounts invoiced if all other performance requirements have been satisfied. Payment is due on presentation of invoice.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested with the objective to provide a mix of income and growth, but overall to protect the organization's accumulated wealth. Investments can be made in the following securities: certificates of deposit, money market mutual funds, exchange traded funds, and corporate bonds. Sources of liquidity include cash, investments, and accounts receivable.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Entity considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Entity's financial assets as of June 30, 2022 and 2021, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial

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position date because of donor and other restrictions or internal board designations. Amounts not available include the internal board designated funds. In the event the need arises to utilize the board designated funds for liquidity purposes, the funds could be drawn upon by a vote of the Finance Committee.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the financial position date, comprise the following:

	2022	2021
Cash	$ 551,943	$ 526,623
Investments	1,703,189	1,535,544
Accounts receivable, net	268,685	355,275
Grants receivable	572,686	319,882
Total Financial Assets	3,096,503	2,737,324
Less:		
Net assets with donor restrictions		(43,522)
Board designated funds	(821,634)	(848,351)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 2,274,869	$ 1,845,451

NOTE 3—SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's cash deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000 at each financial institution. Deposits with financial institutions in excess of FDIC insurance limits totaled $236,161 as of June 30, 2022. The Entity has not experienced any losses on such accounts.

NOTE 4—INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

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

Level 2 - Inputs to the valuation include:

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

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

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

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

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

Money market funds, mutual funds, exchange traded funds, and equities: Valued at the closing price reported on the active market on which the individual securities are traded.

Certificates of deposit and corporate debt securities: Valued using a market approach valuation technique which incorporates third-party pricing services and other relevant observable information such as market interest rates, yield curves, prepayment risk and credit risk generated by market transactions involving identical or comparable assets or liabilities in valuing these types of investments.

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

The following tables set forth by level, within the fair value hierarchy, the Entity's assets measured at fair value as of June 30, 2022 and 2021:

Assets at Fair Value as of June 30, 2022

	Level 1	Level 2	Total
Money market mutual funds	$ 917,637		$ 917,637
Mutual funds	368,677		368,677
Exchange traded funds	370,173		370,173
Certificates of deposit		$ 41,694	41,694
Corporate debt securities		5,008	5,008
Total assets at fair value	$ 1,656,487	$ 46,702	$ 1,703,189

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Assets at Fair Value as of June 30, 2021			
	Level 1	Level 2	Total
Money market mutual funds	$ 726,765		$ 726,765
Mutual funds	363,834		363,834
Exchange traded funds	428,031		428,031
Certificates of deposit		$ 6,517	6,517
Corporate debt securities		10,397	10,397
Total assets at fair value	$ 1,518,630	$ 16,914	$ 1,535,544

NOTE 5—SBA NOTE PAYABLE

During April 2020, the Organization obtained a note payable under the Paycheck Protection Program in the amount of $454,800. During the year ended June 30, 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act. The debt forgiveness has been recognized as revenue and support on the statement of activities for the year ended June 30, 2021.

NOTE 6—MORTGAGE NOTES PAYABLE

At June 30, 2022 and 2021, the mortgage notes payable consist of the following:

	2022	2021
$348,000 mortgage note payable, secured by property, payable in monthly installments of $2,364 including interest through March 2028. Interest is fixed at 5.35% through March 2028, with interest thereafter based on the Federal Home Loan Bank of Boston Advance rate plus 3%.	$ 236,042	$ 313,459
$140,000 mortgage note payable to the City of Concord, New Hampshire is non-interest bearing and is secured by the property. The Entity is a subrecipient of Community Development Block Grant funds which were used to create an ADA compliant community education space. Repayment of the funds will be required in the event of noncompliance with the grant. The note will be forgiven over a period of 20 years through December 31, 2034.	98,000	105,000
	$ 334,042	$ 418,459

Under the terms of the mortgage note payable for the property located at 87 North State Street, Concord New Hampshire, with a balance outstanding as of June 30, 2022 of $236,042, the Entity must maintain a loan to value ratio of less than 80%. Additionally, the Entity must demonstrate a debt service coverage ratio of at least 1.00. As of June 30, 2022, the Entity was in compliance with the debt requirements.

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Following are the maturities of the mortgage notes payable as of June 30, 2022:

Year Ending June 30,	Amount
2023	$ 16,137
2024	17,022
2025	17,955
2026	18,940
2027	19,978
Thereafter	146,010
	$ 236,042

NOTE 7—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following purpose restricted funding at June 30, 2022 and 2021:

	2022	2021
Nashua IDN3	$ -	$ 43,522

NOTE 8—BOARD DESIGNATED NET ASSETS

Board designated net assets consist of the following at June 30, 2022 and 2021:

	2022	2021
Contingency fund	$ 671,634	$ 698,351
Fixed Asset fund	100,000	100,000
Special Opportunity fund	50,000	50,000
	$ 821,634	$ 848,351

NOTE 9—REVENUE FROM CONTRACTS WITH CUSTOMERS

The following tables provide information about balances of receivables, contract assets, and contract liabilities associated with contracts with customers for the years ended June 30, 2022 and 2021:

	Receivables	Contract Assets	Contract Liabilities
June 30, 2022	$ 268,685	$ -	$ -
June 30, 2021	$ 355,275	$ -	$ -
July 1, 2020	$ 373,059	$ -	$ -

NOTE 10—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2022 and 2021, the Entity recognized revenue of $2,516,452 (52%) and $2,588,944 (49%), respectively, from fees and grants from governmental agencies. Revenue is recognized as earned under the terms of the grant agreements and is

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received on a cost reimbursement basis. Other support originates from training services, contributions, in-kind donations, and other income.

NOTE 11—RETIREMENT PLAN

The Entity has a deferred compensation retirement plan under Section 403(b) of the Internal Revenue Code. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ending June 30, 2022 and 2021, the Entity's contribution to the plan was equal to up to 2.0% of each eligible employee's annual salary. The Entity contributed $51,064 and $24,679 for the years ended June 30, 2022 and 2021, respectively.

NOTE 12—CONTINGENCIES

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

NOTE 13—SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 16, 2022 which is the date the financial statements were available to be issued.

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SCHEDULE I
NAMI New Hampshire
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Expenditures
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Received directly from U.S. Treasury Department			
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	N/A	$ 796,784
Pass Through Payments from the City of Manchester, New Hampshire			
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	#1H79SM082210-01	35,343
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	#1H79SM082210-02	134,500
			169,843
			966,627
Pass Through Payments from the New Hampshire Department of Corrections			
Block Grants for Community Mental Health Services	93.958	#49053316	35,400
Pass Through Payments from the University of New Hampshire			
Block Grants for Community Mental Health Services	93.958	#PZL0190	142,088
			177,488
Total Department of Health and Human Services			1,144,115
Total Expenditures of Federal Awards			$ 1,144,115

See notes to schedule of expenditures of federal awards

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NAMI NEW HAMPSHIRE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022

NOTE 1—BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of NAMI New Hampshire under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of NAMI New Hampshire, it is not intended to and does not present the financial position, changes in net assets, or cash flows of NAMI New Hampshire.

NOTE 2— SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to NAMI New Hampshire's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3—INDIRECT COST RATE

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

NOTE 4—RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the NAMI New Hampshire's financial statements as program services and management and general expenses, as applicable.

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

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

Independent Auditor's Report

To the Board of Directors
NAMI New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of NAMI New Hampshire (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 16, 2022.

Report on Internal Control Over Financial Reporting

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

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

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

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Report on Compliance and Other Matters

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

Purpose of this Report

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

Vachon Clukay & Company PC

Manchester, New Hampshire
December 16, 2022

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

Independent Auditor's Report

To the Board of Directors
NAMI New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited NAMI New Hampshire's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of NAMI New Hampshire's major federal programs for the year ended June 30, 2022. NAMI New Hampshire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, NAMI New Hampshire complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of NAMI New Hampshire and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of NAMI New Hampshire's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to NAMI New Hampshire's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on NAMI New Hampshire's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about NAMI New Hampshire's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding NAMI New Hampshire's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of NAMI New Hampshire's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of NAMI New Hampshire's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

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

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Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Vachon Clukay & Company PC

Manchester, New Hampshire
December 16, 2022

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NAMI New Hampshire
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:
Material weakness(es) identified? _____ yes __X__ no
Significant deficiency(ies) identified? _____ yes __X__ none reported

Noncompliance material to financial statements noted? _____ yes __X__ no

Federal Awards

Internal control over major federal programs:
Material weakness(es) identified? _____ yes __X__ no
Significant deficiency(ies) identified? _____ yes __X__ none reported

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

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

Identification of major federal program(s):

Assistance Listing Number(s)	Name of Federal Program or Cluster
93.243	Substance Abuse and Mental Health Services - Projects of Regional and National Significance

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

Auditee qualified as low-risk auditee? _____ yes __X__ no

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Section II--Financial Statement Findings

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

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

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**NAMI NH - Board of Directors

Address: 85 North State Street, Concord, NH 03301 · Tel. (603)225-5359
Fax: (603) 228-8848 · E-mail:

***OFFICERS: President, Todd Donovan; 1st Vice Pr**

Last	First	City	State	Zip
Atkinson	Rev. Kate	[redacted]	NH	[redacted]
Breault	Bill	[redacted]	NH	[redacted]
Brunelle	Barb	[redacted]	NH	[redacted]
Cotton	Charlie	[redacted]	NH	[redacted]
Cusano	Karen	[redacted]	NH	[redacted]
De Voe	Jennifer	[redacted]	NH	[redacted]
*Donovan	Todd	[redacted]	NH	[redacted]
ElSayed	Mohamed	[redacted]	NH	[redacted]
Gardiner, Jr.	Arthur	[redacted]	NH	[redacted]
Guerin	Cheryl	[redacted]	NH	[redacted]
Jones	Nathaniel	[redacted]	NH	[redacted]
Kahn	Jay	[redacted]	NH	[redacted]
*Keenan	Joseph	[redacted]	NH	[redacted]
LaBonte	Liz	[redacted]	NH	[redacted]
LaFrance	Shawn	[redacted]	NH	[redacted]
Lusenhop	Will	[redacted]	NH	[redacted]
Marsden	Rev. Patty	[redacted]	NH	[redacted]
Moler	Teresa	[redacted]	NH	[redacted]

Palmer	Zachery	[redacted]	NH	[redacted]
Rabalais	Jennifer	[redacted]	NH	[redacted]
Sublette	Nicole	[redacted]	NH	[redacted]
Urbanik	Deborah	[redacted]	NH	[redacted]
White	Jeffrey	[redacted]	NH	[redacted]
Stearns	Susan		NH	

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Bernadette P. Seifert

Licensing/Certifications:

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

Education:

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

Professional Experience:

Deputy Director, *March 2022 to present, NAMI NH, NAMI NH, Concord, NH*

- Responsible for program development and implementation, including evaluation and quality improvement
- Directed organizational efforts in the state's seven Integrated Delivery Networks
- Interfaces with criminal justice partners

Director of Adult Programs, *2017 to 2022, and* **Coordinator of Older Adult Programs,** *2008 to 2017, NAMI NH, NAMI NH, Concord, NH*

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

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

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

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

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

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

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

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Director of Bedford Counseling Services, *1995 to 2000*
Director of Senior Services, *1985 to 2000, Mental Health Center of Greater Manchester, Manchester, NH*

- Managed outpatient psychiatric service program for older adults through 2000, and brief treatment of outpatient adults of all ages
- Provided direct clinical services, including assessment, treatment planning, and individual and group psychotherapy
- Provided clinical and administrative supervision to clinical staff and Masters level interns
- In addition to managing Senior Services Program, also managed 2 other clinical programs within the agency from 1995 to 2000 (Bedford Counseling Associates and Medication Services)

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

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

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

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

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

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

Internship Experiences:

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

Instructor Experience:

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

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

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Committees/Coalitions:

- National Association of Social Workers (NASW) – Board Member (2019 to 2022)
- National Association of Social Workers – NH Chapter, (1986 to present)
  - NASW-NH Board Member (2007 to 2019) (Past-President 2017-2019)
  - NASW-NH Board President (2015 to 2017)
  - "Social Worker of the Year" Award – 1996 – NASW- NH Chapter
- NH Coalition on Substance Abuse, Mental Health and Aging (1999 to present; Chairperson 2010 to present)
- NH Coalition on Caring, (2010 to present)
- NH Elderly and Vulnerable Adult Fatality Review Committee - NH Attorney General's Office, (2011 to present)

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Elaine de Mello

EDUCATION:

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

CERTIFICATIONS/LICENSES:

LCSW, State of NH
Guidance Counselor, State of NH
School Social Worker, State of NH

EXPERIENCE:

1999 – Present National Alliance on Mental Illness NH, Concord, NH
Supervisor of Training and Prevention Services

- Develop and implement community protocols and training for suicide prevention, intervention and postvention leading to recognition as a National Best Practice program.
- Provide consultation and training on a national basis on suicide prevention and postvention
- Co-chair of Youth Suicide Prevention Assembly (statewide coalition in NH): review cases of suicide deaths, recommend practices and resources to statewide and regional partners, coordinate annual suicide prevention conference
- Develop and implement support and educational services for children and adults provided through NAMI NH
- Coordinate & present statewide educational programs on mental illness and suicide prevention for schools, colleges, businesses, law enforcement personnel, health services providers, and the general public.
- Develop and lead courses for specialized provider organizations including Division of Children, Youth and Families (DCYF), PSTC (Police Standards and Training Council) and NH National Guard.
- Develop, review, and disseminate educational material about mental health and mental illness for target audiences around the state.
- Develop, revise and implement family education programs about mental illness.
- Maintain contact with professionals, affiliates and consumer groups to provide consultation, technical support, educational material and resources.

2004 – Present Plymouth State University, Plymouth, NH
Adjunct Faculty, Health Education & Social Work

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

2001 – Present Genesis Behavioral Health, Laconia, NH and Riverbend Community Mental Health Center, Concord, NH
Child Impact Teacher

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

2002 – Present Genesis Behavioral Health, Laconia, NH
Emergency Services Clinician & QI Consultant

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

1999 – 2001 Division of Behavioral Health, Concord, NH
Consultant

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

1992 – 2000 Jennie D. Blake Elementary School, Hill, NH
Guidance Counselor (9/92-6/00)

1981 – 1999 Genesis the Counseling Group, Laconia, NH

1981 – 1999 Quality Improvement Director (9/96-7/99)
Community Support Program Director (9/86-2/97)
Vocational Services Coordinator (6/83-9/86)
Clinician/Therapist (9/81-6/83)

1978 – 1981 Rockland Psychiatric Center, Orangeburg, NY
Assistant Director, Mount Vernon Workshop (8/79-8/81)
Therapy/Recreation Assistant (8/78-8/79)

Professional Memberships:

- National Alliance on Mental Illness (1988-Present)

Awards:

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

Trainer for:

- NH Police Standards Council: Mental Health Crisis Response, Suicide Prevention and Postvention
- Connect Suicide Prevention and Postvention, all disciplines
- AMSR: Assessing and Managing Suicide Risk (AMSR) for clinical and college settings

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Susan L. Stearns

QUALIFICATIONS

- Lived experience as a family member and advocate
- Strong management and leadership skills in non-profit organizations
- Proven ability to build, foster, and lead teams during challenging times
- Experienced working with boards of directors, grassroots volunteers, and policymakers
- Expertise in program development, implementation, and evaluation
- Experienced working with diverse individuals and communities
- Understanding of the intersection of mental illness, disability, inequality, abuse, justice system involvement, and family issues

WORK EXPERIENCE

NAMI New Hampshire (National Alliance on Mental Illness), Concord, New Hampshire
Executive Director, 2022 – Present
Principal administrator of NAMI NH responsible for advancing the vision and mission of NAMI NH as set by the Board of Directors. Provides overall leadership to assist and support the staff members and volunteers in discharging the highest quality work in support of Granite Staters affected by mental illness and suicide.

Deputy Director, 2016 – 2022; Director of Philanthropy, 2013-2016
Responsible for program development and implementation, including evaluation and quality improvement, directs organizational efforts in the state's seven Integrated Delivery Networks, interfaces with criminal justice partners, oversees fund development and grant writing.

Greater Nashua Mental Health Center at Community Council, Nashua, New Hampshire
Director of Development, 2007 – 2013
Developed strategies to diversify revenue and sustain programs; responsible for grant writing and management; provided operational management of collaborative projects including supportive housing, mental health court, and primary and behavioral health care integration.

Harbor Homes, Inc., Nashua, New Hampshire
Director of Proposal Development, 2005-2007
Responsible for project design, proposal development and writing, as well as building partnerships with community providers and stakeholders.

Guardian ad Litem Board, Concord, New Hampshire
Trainer, contracted, 2004-2010
Trained Guardians ad Litem on Mental Illness & Recovery; Effective Strategies for Working with Parents with Mental Illness; and Domestic Violence.

Disabilities Rights Center, Concord, New Hampshire
Director, Coalition for Family Law & Mental Health Project, 2001-2006
Oversaw coalition-building and project management to promote legal equity for parents with mental illness, ensure adequate assessment of parenting competency, and improve outcomes.

Whole Village Family Resource Center, Plymouth, New Hampshire
Executive Director, 1998-2001
Oversaw collaborative project for supporting families with multiple risk factors for negative outcomes, including fund development and evaluation efforts.

New Hampshire Coalition Against Domestic & Sexual Violence, Concord, NH
Program Specialist, 1993-1998
Responsible for providing training on domestic violence, sexual assault and stalking to various audiences, including law enforcement, EMS, child protective services, and other providers; oversaw evaluation efforts for fourteen certified crisis centers across the state.

Task Force Against Domestic & Sexual Violence, Plymouth, NH
Administrative Director, 1988-1993
Oversaw agency operations, including finance, human resources, and grant/project management.

PROFESSIONAL ACTIVITIES

Children's Behavioral Health Resource Center Leadership Team, Member & NAMI NH Principal Investigator, 2021 – present
Mental Health Technology Transfer Center – New England Advisory Team (HHS Region 1 – SAMHSA), Member, 2019 – present
Governor's Commission on Disability, Member, 2016 – present
Appointed by Governor Margaret Hassan
Lakes Region Mental Health, Board Member & Past President, 2007 – present

EDUCATION

University of Massachusetts, Amherst, School of Education. Graduate Studies in Consulting & Counseling Psychology, 1986 – 1987.
University of Massachusetts, Amherst. B.A. in English, 1986.

SELECTED PUBLICATIONS & PRESENTATIONS

2020 **Perspectives** - ***Interview with NAMI NH Deputy Director, Susan Stearns***, https://www.youtube.com/watch?v=MDyKLo06dXE.
2018 ***SB 51 – Establishing a commission to study expanding mental health courts statewide.*** https://bit.ly/3nDV7i5.
2009 ***Reclaiming Our Future: A Pathway for Treating Co-Occurring Mental Health and Substance Use Disorders in New Hampshire's Adolescents and Young Adults***, NAMI New Hampshire. https://bit.ly/3xmWXHt.
2008 **Raising Matthew: A Mother Reflects on Medicating Her Son**, *No Health without Mental Health*, Community Council of Nashua, NH, reprinted in *Genesis Times*, 2009.
2005 **The Struggle for Justice: Seeking Legal Equity for Parents with Mental Illness**, *RAP Sheet: The Latest in Disability Research, Advocacy, Policy, and Practice,* Winter Issue. https://drcnh.org/wp-content/uploads/2021/03/2005WinterRAP.pdf.
1994 **Mediation and Domestic Violence: Considerations for Mediators and Battered Women**, *New Hampshire Bar Journal*, Vol. 35, No. 2, p. 32, June.

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TAMMY E. MURRAY

Skills

- Operational management
- Infrastructure planning
- Documentation compliance
- Accounting principles understanding
- Risk management
- Reporting skills
- Strategic planning
- Financial & Human Resource administration
- Executive leadership
- Team building and leadership
- Financial leadership
- Strategic business planning
- Revenue growth
- Policy development
- Construction Project Management

Education and Training

Bachelor of Science:
Business Administration, Accounting
BRYANT UNIVERSITY

Professional Certifications

Certified Internal Auditor Designation

Summary

Resourceful Non-Profit Chief Financial Officer prepared to leverage twenty years of experience to support operations of mission driven organization. Expertise in Generally Accepted Accounting Principles, grant compliance, reporting and auditing. Human Resource experience in talent and performance management, compensation and benefits, compliance and workplace safety. Strong leader with calm presence and ability to build relationships across all organizational levels.

Experience

NAMI New Hampshire - Chief Financial Officer
Concord, New Hampshire
06/2001 - Current

- Integral member of senior management team providing strategic vision, leading complex nonprofit organization with multiple funding sources including federal, state contracts, Medicaid eligible services and an affiliated structure with diverse program areas delivered nationally.
- Developed forward-looking, predictive models and activity-based financial analyses to provide insight into the organization's operations and business plans while managing organizational risk.
- Implemented controls for Accounts Payable, Accounts Receivable and General Ledger, ensuring accuracy, consistency and compliance with funders' requirements including Office of Management and Budget Uniform Administrative requirements, cost principles and audit requirement for federal awards.
- Achieved unqualified audit opinions, with no material weaknesses or deficiencies during entire tenure of position.
- Developed financial measurement standard and system to monitor performance against goals including budgeting, forecasting and business models.
- Engaged finance committee in investment, and asset management, growing activities by $1.5M.
- Led and executed real estate acquisitions, renovations of organization's two facilities, reducing overhead expenses and enhancing organization's visibility.
- Designed succession planning, talent review and performance management processes across the organization.
- Developed and managed employee benefit programs including 403(b) plans ensuring compliance with all regulatory requirements.
- Identified IT system upgrade requirements to accommodate expanding growth, and compliance.
- Oversaw acquisition of copyright and trademark designations for evidenced based training products to sustain revenue generation activities.

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OfficeMax, Incorporated - Field Operations Manager
Cleveland, Ohio

OfficeMax, Incorporated - Senior Internal Auditor
Cleveland, Ohio

Balfour Company - Collection Services Manager
Attleboro, Massachusetts

Balfour Company - Senior Auditor/Accountant
Attleboro, Massachusetts

The Jan Companies - Staff Accountant
Cranston, Rhode Island

Awards

Business Excellence in Non Profit Management Sep 2019, New Hampshire Business Review
Outstanding Women in Business Award Nominee Jan 2019, New Hampshire Business Review
Excellence In Non Profit Management Jun 2008, The Corporate Fund

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Liz Hodgkins

Adult Program Director

EDUCATION

Bachelor of Science/ Psychology
Keene State College
1992-1996

Certified Volunteer Administrator
April 2023

EXPERTISE

Event Planning

Project Management

Volunteer Administration

Problem-Solving

Leadership

Critical Thinking

Teamwork

PROFILE

Dedicated, mission-driven program and volunteer manager who effectively engages community members, staff, and volunteer leaders. Adept at assessing community needs and matching with organization goals to meet grant and strategic plan deliverables. Specializes in maintaining strong and respectful relationships with stakeholders.

WORK EXPERIENCE

Adult Program Director

NAMI NH | Concord, NH | 2022 – Current

Oversee administration of volunteers throughout the organization, working across teams to create agency wide volunteer practices. Manage NAMI signature programs, grants, and grassroots volunteer operations.

- Utilizing volunteer administration best practices to work towards agency strategic plan goals.
- Closing workforce and organizational capacity challenges and gaps by strategically recruiting, training, and engaging skilled volunteers.

Education and Support Program Coordinator

NAMI NH | Concord, NH | 2014 - 2022

Coordinate and oversee state-wide events and programs that are facilitated by trained volunteers. Utilizing the strategic plan as a guide, seeking opportunities to grow our community connections and access to programming that benefits Granite Staters affected by mental illness and suicide.

- Manage staff working on program deliverables, providing timely and effective feedback on their performance.
- Maintain relationships with valuable organization volunteers, offering opportunities to be part of our mission driven programming.
- Recruit, screen, and train new volunteers and connect them with mentors in their community. Organize and facilitate quarterly meetings to maintain their connection to the organization.
- Plan, coordinate, and execute the NAMI NH Annual Conference.

Training and Event Coordinator

Independent Contractor | Concord, NH | 2008-2012

Facilitated group process to plan and implement conference and event programs. Maintained strict budget and work guidelines for competency-based outcomes. Researched and contracted with nationally recognized training experts. Connected and communicated with staff to increase their buy in to programming changes.

Program Director

NFI North | Concord, NH | 2002-2006

Planned and implemented trainings and conference events for statewide child welfare staff according to strict contract guidelines. Oversight of contract budget. Revised outdated child welfare training, implementing nationally recognized child welfare new employee training.

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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: NAMI New Hampshire

Name of Program: Family Mutual Support Services

BUDGET PERIOD: SFY 2024				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Susan Stearns	Executive Director	$160,000	0.00%	$0.00
Bernedette Seifert	Deputy Director	$114,490	5.00%	$5,724.50
Liz Hodgkins	Director of Adult Services	$85,600	67.00%	$57,352.00
Tammy Murray	Chief Financial Officer	$144,442	6.00%	$8,666.52
Elaine de Mello	Director of Suicide Prevention	$90,950	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$71,743.02

BUDGET PERIOD: SFY 2025				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Susan Stearns	Executive Director	$160,000	0.00%	$0.00
Bernedette Seifert	Deputy Director	$114,490	5.00%	$5,724.50
Liz Hodgkins	Director of Adult Services	$85,600	67.00%	$57,352.00
Tammy Murray	Chief Financial Officer	$144,442	6.00%	$8,666.52
Elaine de Mello	Director of Suicide Prevention	$90,950	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$71,743.02

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

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

April 27, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with NAMI New Hampshire (VC #166630), Concord, NH, for family mutual support and suicide prevention services, by exercising a contract renewal option by increasing the price limitation by $1,534,664 from $1,337,739 to $2,872,403 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, Item #18, and amended with Governor and Council approval on June 15, 2022, item #22.

Funds are anticipated to be available in the following accounts for State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to allow the Contractor to continue providing family mutual support, public education and suicide prevention services through support, education and advocacy for adults and families affected by Serious Mental Illness (SMI), as well as children and their families affected by Serious Emotional Disturbance (SED).

Additionally, the Contractor will hire one (1) full time Engagement Coordinator who will solicit input, convene and coordinate a Stakeholder Advisory Council, facilitate the development of partnerships, and provide technical assistance to community mental health centers to incorporate consumer and family input into organizational activities, as required by the grant awarded by the Substance Abuse and Mental Health Services Administration. Approximately 22,000 individuals will be served from July 1, 2023 through June 30, 2025.

The Contractor provides services to adults 18 years of age and older with SMI, and children under 18 years of age with SED, and their family members, as well as mental health service providers and the general public.

The Contractor will continue to provide peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. They will also continue to provide an array of training sessions on best practices for suicide prevention and post intervention for individuals, family members, service providers, and the general public. In addition, crisis intervention, suicide intervention, and peer leadership training sessions will be provided.

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The Contractor will continue providing information to the public through web-based media, and distribute electronic and printed materials, upon approval by the Department, on topics that include family support and education programs and resources for survivors of a suicide loss.

The Contractor participates on the New Hampshire Suicide Prevention Council as a member organization, and will support implementation of the goals of the suicide prevention council's strategic plan.

The Department will monitor services to ensure the Contractor provides:

- A minimum of eight (8) training sessions each month;
- One-on-one family support programming for a minimum of 125 individuals annually;
- Web-based support groups to serve a minimum of 120 families/caregivers annually;
- Family, friends, peer, and caregiver education classes for a minimum of 175 participants annually;
- Responses to a minimum of 1,000 phone, e-mail, social media messaging, and/or in-person inquiries annually; and
- Community presentations to a minimum of 400 family members and the general public annually on a variety of topics related to promoting awareness of treatment and recovery, suicide prevention and early interventions, and advocacy.
- In-Reach services to residents at the Glencliff Home through an In-Reach Liaison who, in collaboration with the in-reach case manager, assists residents with exploring steps to transitioning back into the community.
- One (1) full time Community and Stakeholder Engagement Coordinator (Engagement Coordinator) to inform the development of the NH CCBHC model.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the four (4) years available.

Should the Governor and Council not authorize this request, individuals with severe mental illness, their families, and parents and families of children with serious emotional disturbances may not have access to these services that assist them to navigate the mental health system. In addition, families and professionals may not have access to training, or to support group leadership and advocacy networks that provide assistance to prevent suicide, which could result in an increase in the rate of suicides statewide.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2022-DBH-01-FAMIL-01-A02
FISCAL DETAIL SHEET

05-95-092-922010-41190000 HEALTH ANO SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

100% General Funds

Vendor Name: NAMI NH — Vendor # 166630-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	92204119	$522,637.00	$0.00	$522,637.00
2023	102-500731	Contracts for Program Services	92204119	$522,637.00	$0.00	$522,637.00
2024	102-500731	Contracts for Program Services	92204119	$0.00	$522,637.00	$522,637.00
2025	102-500731	Contracts for Program Services	92204119	$0.00	$522,637.00	$522,637.00
			Sub Total	*$1,045,274.00*	*$1,045,274.00*	*$2,090,548.00*

05-95-092-922010-41170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Vendor Name: NAMI NH — Vendor # 166630-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	92204117	$100,000.00	$0.00	$100,000.00
2023	102-500731	Contracts for Program Services	92204117	$192,465.00	$0.00	$192,465.00
2024	102-500731	Contracts for Program Services	92204117	$0.00	$192,465.00	$192,465.00
2025	102-500731	Contracts for Program Services	92204117	$0.00	$192,465.00	$192,465.00
			Sub Total	*$292,465.00*	*$384,930.00*	*$677,395.00*

05-95-092-922010-19090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT

100% Federal Funds

Vendor Name: NAMI NH — Vendor # 166630-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	TBD	$0.00	$104,460.00	$104,460.00
2025	102-500731	Contracts for Program Services	TBD	$0.00	$0.00	$0.00
			Sub Total	*$0.00*	*$104,460.00*	*$104,460.00*

TOTAL	**$1,337,739.00**	**$1,534,664.00**	**$2,872,403.00**

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Family Mutual Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NAMI New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #18), as amended on June 15, 2022 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,872,403

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

4. Add Exhibit B-2 – Amendment #2, Additional Scope of Services, Community and Stakeholder Engagement Coordinator, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 2, to read:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Amendment #1, SFY 2022 Budget through Exhibit C-7, Amendment #2, SFY 2025 Glencliff Home In-Reach Budget.

6. Modify Exhibit C, Payment Terms, Section 7, to read:

   7. The Contractor must provide the services in Exhibit B, Scope of Services, Exhibit B-1, Amendment #1, Glencliff Home In-Reach Services, and Exhibit B-2 – Amendment #2, Additional Scope of Services, Community and Stakeholder Engagement Coordinator, in compliance with funding requirements.

7. Modify Exhibit C, Payment Terms, Section 8, to read:

   8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services, Exhibit B-1, Amendment #1, Glencliff Home In-Reach Services, and Exhibit B-2 – Amendment #2, Additional Scope of Services, Community and Stakeholder Engagement Coordinator.

8. Add Exhibit C-4, Amendment #2, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

9. Add Exhibit C-5, Amendment #2, SFY 2024 Budget, Glencliff Home In-Reach Budget, which is

attached hereto and incorporated by reference herein.

10. Add Exhibit C-6, Amendment #2, SFY 2025 Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit C-7, Amendment #2, SFY 2025, Glencliff Home In-Reach Budget.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

4/27/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

NAMI New Hampshire

4/27/2023
Date

DocuSigned by:
Susan L. Stearns
Name: Susan L. Stearns
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/29/2023

DocuSigned by:
Robyn Guarino
748734844941480...

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B-2 – Amendment #2

Additional Scope of Services

Community and Stakeholder Engagement Coordinator

1. **Overview and Statement of Work**

1.1. The Contractor must provide one (1) full time Community and Stakeholder Engagement Coordinator (Engagement Coordinator) who will:

1.1.1. Coordinate, convene, and solicit input from a Stakeholder Advisory Council while collaborating with the DHHS Coordinated Comprehensive Behavioral Health Care (CCBHC) Project Director;

1.1.2. Facilitate the development of partnerships; and

1.1.3. Provide technical assistance to Community Mental Health Centers (CMHCs) to incorporate consumer and family input into organizational activities.

1.2. During the planning year, the Contractor must ensure the Engagement Coordinator:

1.2.1. Engages Contractor staff and stakeholders to inform the development of the NH CCBHC model, which incudes, but is not limited to:

1.2.1.1. Peers.

1.2.1.2. Family members.

1.2.1.3. Communities in stakeholder workgroups.

1.2.2. Obtains stakeholder input throughout the state from individuals with SUD and/or mental illness, families and others affected by SUD and/or mental illness, and stakeholder organization, through regional listening sessions. Stakeholder organizations include, but are not limited to:

1.2.2.1. Ascentria Care Alliance.

1.2.2.2. National Hispanic Institute, (NHI) New England Chapter.

1.2.2.3. Mt. Kearsarge Indian Museum (MKIM).

1.2.2.4. Rural Outright.

1.2.2.5. Hope for NH Recovery (HNHR).

1.2.2.6. NH Harm Reduction Coalition.

1.2.2.7. Farnum Center in Manchester.

1.2.2.8. R.O.A.D to Better Life in Nashua.

1.2.2.9. Headrest, Inc.

1.2.2.10. Families in Transition (FIT).

1.2.2.11. Harbor Homes.

Contractor Initials DS SLS

Date 4/27/2023

1.2.2.12. Waypoint.

1.2.2.13. Youth M.O.V.E New Hampshire.

1.2.2.14. Mental Health Courts.

1.2.2.15. NH Mental Health Peer Support Agencies.

1.2.3. Ensures input is received from populations including, but not limited to:

1.2.3.1. Black, Latino, Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color.

1.2.3.2. Members of religious minorities.

1.2.3.3. Lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons.

1.2.3.4. Persons with disabilities.

1.2.3.5. Persons who live in rural areas.

1.2.3.6. Persons who have immigrated.

1.2.3.7. Persons of refugee status.

1.2.3.8. Persons of migrant status.

1.2.3.9. Youth persons.

1.2.3.10. Young adult persons.

1.2.3.11. Persons serving in the military.

1.2.3.12. Persons who are of Veteran status.

1.2.3.13. Persons otherwise adversely affected by persistent poverty or inequality.

1.2.4. Engages stakeholders to develop a process of board governance or other appropriate opportunities for meaningful input by consumers, persons in recovery, and family members in CCBHC oversight.

1.2.5. Provides support in the development and preparation of the application to participate in a four (4) year CCBHC Demonstration Program.

1.2.6. Advocates to further expand opportunities to deliver coordinated, comprehensive behavioral health care through the CCBHC model.

1.2.7. Attends the monthly Department CCBHC Leadership team meeting.

1.3. Reporting

1.3.1. The Contractor must submits a Stakeholder Engagement Progress Report to the Department CCBHC Leadership team on a monthly basis.

1.3.2. The contractor must submits quarterly reports to the Department CCBHC Leadeship Team that includes, but is not limited to:

1.3.2.1. Stakeholder engagement activities.

1.3.2.2. Feedback received.

Exhibit C-4, Amendment #2, SFY 2024 Budget

New Hampshire Department of Health and Human Services
Contractor Name: *NAMI New Hampshire*
Budget Request for: *Family Mutual Support Services*
Budget Period *July 1, 2023 - June 30, 2024*
Indirect Cost Rate (if applicable) 26.6% of salaries and wages only

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	402,234
2. Fringe Benefits	85,941
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$18,580
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,640
7. Software	$0
8. (a) Other - Marketing/ Communications	$6,868
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Postage	$2,500
Suicide Prevention Council	$100,000
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$2,340
Total Direct Costs	$620,103
Total Indirect Costs	$106,994
TOTAL	$727,097

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SLS

Contractor Initials
Date 4/27/2023

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Exhibit C-5, Amendment #2, SFY 2024 Glencliff Home In-Reach Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *NAMI New Hampshire*
Budget Request for: *Family Mutual Support Services*
Budget Period *July 1, 2023 - June 30, 2024*
Indirect Cost Rate (If applicable) 26.6% of salaries and wages only

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$49,520
2. Fringe Benefits	$12,918
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$12,495
7. Software	$0
8. (a) Other - Marketing/ Communications	$860
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Personal Care Flex Funds	$2,000
Fuel and Care Giver Assistance Pool	$1,000
Staff Development	$500
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$79,293
Total Indirect Costs	$13,172
TOTAL	$92,465

Contractor Initials SLS

Date 4/27/2023

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Exhibit C-6, Amendment #2, SFY 2025 Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.
Contractor Name:
Budget Request for: *Family Mutual Support Services*
Budget Period: *July 1, 2024 - June 30, 2025*
Indirect Cost Rate (if applicable): 26.0% of salaries and wages only

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	337,864
2. Fringe Benefits	89,537
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$13,780
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$804
7. Software	$0
8. (a) Other - Marketing/Communications	$8,193
8. (b) Other - Education and Training	$2,340
8. (c) Other - Other (specify below)	
Postage	$2,500
Suicide Prevention Council	$100,000
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$532,818
Total Indirect Costs	$89,819
TOTAL	$622,637

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SLS

Contractor Initials

Date 4/27/2023

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Exhibit C-7, Amendment #2, SFY 2025 Glencliff Home In-Reach Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *NAMI New Hampshire*
Budget Request for: *Family Mutual Support Services*
Budget Period *July 1, 2024 - June 30, 2025*
Indirect Cost Rate (if applicable) 26.6% of salaries and wages only

Line Item	Program Cost - Funded by DHHS.
1. Salary & Wages	$49,520
2. Fringe Benefits	$12,918
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$12,495
7. Software	$0
8. (a) Other - Marketing/ Communications	$860
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Personal Care Flex Funds	$2,000
Fuel and Care Giver Assistance Pool	$1,000
Staff Development	$500
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$79,293
Total Indirect Costs	$13,172
TOTAL	$92,465

Contractor Initials SLS

Date 4/27/2023

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

May 23, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with NAMI New Hampshire (VC#166630), Concord, NH, for family mutual support and suicide prevention services, by increasing the price limitation by $142,465 from $1,195,274 to $1,337,739 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #18.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-922010-41190000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	92204119	$497,637	$25,000	$522,637
2023	102-500731	Contracts for Prog Svc	92204119	$497,637	$25,000	$522,637
			Subtotal	$995,274	$50,000	$1,045,274

05-95-092-922010-41170000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	92204117	$100,000	$0	$100,000

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2023	102-500731	Contracts for Prog Svc	92204117	$100,000	$92,465	$192,465
			Subtotal	***$200,000***	***$92,465***	***$292,465***
			Total	**$1,195,274**	**$142,465**	**$1,337,739**

EXPLANATION

The purpose of this request is to add $50,000 that was appropriated in the State's operating budget for State Fiscal Years 2022 and 2023 to support NH's Family Mutual Support Services. This increase in funding is critical to sustaining family mutual support and suicide prevention services through support, education and advocacy for people affected by mental illness. Additionally, this request includes funding and an expanded scope of services for the Glencliff Home In-Reach Liaison position. This position ensures In-Reach services are available to residents at Glencliff Home by working collaboratively with staff, community providers and residents and their families and guardians to transition into community-based settings.

Approximately 11,000 individuals and families will be served through June 30, 2023.

The Contractor will continue providing family mutual support, public education, and suicide prevention services through support, education and advocacy to adults age 18 years of age and older with a Serious Mental Illness, and their families; children under age 18 years of age with Serious Emotional Disturbance, and their families; professional staff members providing services to these populations; and the general public.

Services include peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. The Contractor will also continue providing an array of training sessions on best practices for suicide prevention and post intervention for individuals, family members, service providers, and the general public, including additional training sessions on crisis intervention, suicide intervention and peer leadership training.

The Contractor participates on the New Hampshire Suicide Prevention Council as a member organization, and serves as the fiscal agent for $100,000 of designated state general funds to support implementation of the goals of the Suicide Prevention Council's strategic plan and will continue providing information to the public through web-based media, and distribute electronic and printed materials, with approval from the Department, on topics that include family support and education programs and resources for survivors of a suicide loss.

The Department will continue to monitor services using the following performance measures:

- The total number of training sessions provided during the previous month.
- The number of individuals who participated in each training session.
- Individual and collective results of pre and post tests for each type of training.
- The number of contacts made with stakeholders and the general public in providing mental health support and resources, and public speaking engagements.
- The number of web-based/electronic postings and resources disseminated each month.

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- The number of technical assistance hours spent with education, support, and leadership programs.
- The number of residents served through the Glencliff In-Reach Liaison position.

Should the Governor and Council not authorize this request, there may not be adequate support services for families of individuals with severe and persistent mental illness, or for parents and families of children with Serious Emotional Disturbances who are trying to navigate the mental health system. Additionally, families, peers, and mental health professionals may not have opportunities to participate in training; support group leadership; and advocacy networks that assist them to help prevent suicide, or to help individuals affected by suicide.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

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State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Family Mutual Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and NAMI New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,337,739

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

3. Add Exhibit B-1 – Amendment #1, Glencliff Home In-Reach Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment Terms, Section 2, as follows:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Amendment #1 SFY 2022 Budget through Exhibit C-2, Amendment #1 SFY 2023 Budget.

5. Modify Exhibit C-1, Budget Form by replacing it in its entirety with Exhibit C-1 Amendment #1 SFY 2022 Budget, which is attached hereto and incorporated by reference herein.

6. Modify Exhibit C-2, Budget by replacing it in its entirety with Exhibit C-2 Amendment #1 SFY 2023 Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-3 Amendment #1 SFY 2023, which is attached hereto and incorporated by reference herein.

Contractor Initials SS
Date 5/23/2022

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/24/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

NAMI New Hampshire

5/23/2022
Date

DocuSigned by:
Susan Stearns
Name: Susan Stearns
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/24/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Glencliff Home In-Reach Services

1. Glencliff Home In-Reach Liaison

1.1. The Contractor shall ensure In-Reach services are available to residents at the Glencliff Home through an In-Reach Liaison who, in collaboration with the In-Reach Case Manager:

1.1.1. Assists residents with exploring options for living in the community.

1.1.2. Provides information to residents relative to community-based opportunities.

1.1.3. Assists residents with acquiring skills to be active members of the community.

1.1.4. Offers support to enable individuals to venture out and participate in community-based re-engagement opportunities.

1.2. The Contractor shall ensure the In-Reach Liaison coordinates access to Glencliff Home residents; scheduling and transportation; and other services with the Department-designated Glencliff Home staff.

1.3. The Contractor shall ensure the In-Reach Liaison abides by Glencliff Home policies and practices identified as applicable to the In-Reach Liaison by the Department.

1.4. The Contractor shall ensure the In-Reach Liaison works in partnership with residents and staff at Glencliff Home, the In-Reach Case Manager, as well as guardians, if applicable, and community-based providers and agencies to assist residents with their planning and transition process.

1.5. The Contractor shall ensure the In-Reach Liaison:

1.5.1. Supports case coordination and transition planning efforts currently in place at Glencliff Home.

1.5.2. Engages in shared learning with Glencliff Home residents regarding the values of integrated community-based living.

1.5.3. Collaborates with the resident, Glencliff Home staff, the In-Reach Case Manager and community providers to achieve the goals identified in the resident's transition plan.

2. Performance Outcomes and Reporting

2.1. The Contractor shall ensure that residents are better prepared to return to community-based living, as evidenced by:

2.1.1. Engaging in shared learning activities with the In-Reach Liaison around the values of integrated community-based living.

2.1.2. Meeting with the In-Reach Liaison and In-Reach Case Manager and, when applicable, family members, guardian, Glencliff Home staff, and other specified supports to identify concerns or reservations regarding community-based living and developing strategies to address or resolve such concerns and reservations.

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New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1 SFY 2022 Budget

Contractor NAME: NAMI New Hampshire

Project Title: Family Mutual Support Services

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 348,564	$ 78,710	$ 426,274	$ -	$ -	$ -	$ 348,564	$ 78,710	$ 426,274
2. Employee Benefits	$ 69,937	$ -	$ 69,937	$ -	$ -	$ -	$ 69,937	$ -	$ 69,937
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ 16,730	$ -	$ 16,730	$ -	$ -	$ -	$ 16,730	$ -	$ 16,730
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 734	$ -	$ 734	$ -	$ -	$ -	$ 734	$ -	$ 734
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 6,373	$ -	$ 6,373	$ -	$ -	$ -	$ 6,373	$ -	$ 6,373
Postage	$ 250	$ -	$ 250	$ -	$ -	$ -	$ 250	$ -	$ 250
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
12. Subcontracts/Agreements	$ 2,340	$ -	$ 2,340	$ -	$ -	$ -	$ 2,340	$ -	$ 2,340
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Fiscal Agent Suicide Prevention Council	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 542,928	$ 79,710	$ 622,637	$ -	$ -	$ -	$ 542,928	$ 79,710	$ 622,637

Indirect As A Percent of Direct 14.7%

Indirect Methodology-Federal Negotiated Rate of 23% of direct wages, no fringe. Cost Agreement attached

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5/23/2022

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New Hampshire Department of Health and Human Services
Exhibit C-2 Amendment #1 SFY 2023 Budget

Contractor NAME: NAMI New Hampshire

Project Title: Family Mutual Support Services

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 348,564	$ 79,710	$ 428,274	$ -	$ -	$ -	$ 348,564	$ 79,710	$ 428,274
2. Employee Benefits	$ 69,937	$ -	$ 69,937	$ -	$ -	$ -	$ 69,937	$ -	$ 69,937
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ 10,730	$ -	$ 10,730	$ -	$ -	$ -	$ 10,730	$ -	$ 10,730
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 734	$ -	$ 734	$ -	$ -	$ -	$ 734	$ -	$ 734
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 8,373	$ -	$ 8,373	$ -	$ -	$ -	$ 8,373	$ -	$ 8,373
Postage	$ 250	$ -	$ 250	$ -	$ -	$ -	$ 250	$ -	$ 250
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 2,340	$ -	$ 2,340	$ -	$ -	$ -	$ 2,340	$ -	$ 2,340
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Fiscal Agent Suicide Prevention Council	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL:	$ 542,928	$ 79,710	$ 622,637	$ -	$ -	$ -	$ 542,928	$ 79,710	$ 622,637

Indirect As A Percent of Direct 14.7%

Indirect Methodology-Federal Negotiated Rate of 23% of direct wages, no fringe. Cost Agreement attached

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New Hampshire Department of Health and Human Services
Exhibit C-3 Amendment #1 SFY 2023

Contractor NAME: NAMI New Hampshire
Project Title: Family Mutual Support Services
Budget Period: SFY 2023
Glencliff Home In-Reach Services Budget

Item	Description	July-June
Peer Support Specialist:		
Glencliff Staff	20 hours per week to provide peer support services to residents; $30 hr,	$31,200
Glencliff Staff-Fringe	FICA, Medicare, SUTA, Workers Comp, 403B Match, 12.95% fringe	$4,040
Sub-total		$35,240
Transportation(Using Pre-Pandemic rates)	Estimated $970 per month, 24000 miles per year@ .485/mi to transport consumers to access supports and services.	$12,000
Liability Insurance	Additional liability insurance required for transporting clients,$1,125/employee	$1,125
Technology	Purchase new laptop and set-up, $900/ea.	$900
Phone	Cell phone $70/per month/employee, contract	$840
HIPAA Zoom license	Additional Zoom license for virtual meetings.	$250
Supervision	.15 FTE, $122,000	$18,300
Supervision-Fringe	FICA, Medicare, SUTA, Workers Comp, 403B Match, Health, Dental & Life 36.2% fringe	$6,625
Total Peer Support Specialist		$75,280
Other:		
Personal Care Flex Funds	Based on previous actual, funds to provide residents with personal care items, transportation, etc. to assist during the re-integration process when other financial resources are not available, i.e. bus ticket, taxi voucher, co-pay assistance, etc.	$3,500
Fuel and Care Giver Assistance Pool	Purchase of Gas Gift Cards to family members who need financial assistance to attend Family events	$2,000
Staff Development	NAMI NH Staff attendance at training conferences or webinars, $300	$300
Sub-Total: Other		$5,800
Indirect 23% approved IDC of salary		$11,385
Total		$92,465

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5/23/2022

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DocuSign Envelope ID: 5F93BEFE-EFB4-43E1-8966-B055C08120B6

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 9, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with NAMI New Hampshire (VC#166630), Concord, NH, in the amount of $1,195,274 for family mutual support and suicide prevention services with the option to renew for up to four (4) additional years, effective upon Governor and Council approval for the period from July 1, 2021, through June 30, 2023. 100% General Funds.

Funds are anticipated to be available in in the following accounts for State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-922010-41190000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92204119	$497,637
2023	102-500731	Contracts for Prog Svc	92204119	$497,637
			Subtotal	$995,274

05-95-092-922010-41170000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92204117	$100,000
2023	102-500731	Contracts for Prog Svc	92204117	$100,000
			Subtotal	$200,000
			Total	$1,195,274

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EXPLANATION

The purpose of this request is to provide family mutual support, public education, and suicide prevention services through support, education and advocacy for adults and their families affected by serious mental illness, as well as children and their families affected by serious emotional disturbances.

The Contractor will provide services to adults age 18 years of age and older with a Serious Mental Illness (SMI), and their families; children under age 18 years of age with Serious Emotional Disturbance (SED), and their families; professional staff members providing services to these populations; and the general public.

Approximately 11,000 individuals and families will be served from July 1, 2021 to June 30, 2023.

The Contractor will provide peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. They will also provide an array of training sessions on best practices for suicide prevention and post intervention for individuals, family members, service providers, and the general public. Additional training sessions on crisis intervention, suicide intervention and peer leadership training will be provided.

The Contractor will also provide information to the public through web-based media, and distribute electronic and printed materials, with approval from the Department, on topics that include family support and education programs and resources for survivors of a suicide loss.

The Contractor will participate on the New Hampshire Suicide Prevention Council as a member organization, and will serve as the fiscal agent for $100,000 of designated state general funds to support implementation of the goals of the suicide prevention council's strategic plan.

The Department will monitor contracted services using the following performance measures:

- The total number of training sessions provided during the previous month.
- The number of individuals who participated in each training session.
- Individual and collective results of pre and post tests for each type of training.
- The number of contacts made with stakeholders and the general public in providing mental health support and resources, and public speaking engagements.
- The number of web-based/electronic postings and resources disseminated each month.
- The number of technical assistance hours spent with education, support, and leadership programs.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/30/2021 through 4/26/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, 1.Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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Should the Governor and Council not authorize this request, individuals with severe and persistent mental illness, their families, and parents and families of children with serious emotional disturbances may not have access to services that assist them to navigate the mental health system. In addition, families and professionals may not have access to training, or to support group leadership and advocacy networks that provide assistance to prevent suicide. This could result in an increase in the rate of suicides statewide.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Scoring Sheet

Family Mutual Support Services	RFP-2022-DBH-01-FAMIL
RFP Name	RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. NAMI		350	329

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Subject: Family Mutual Support Services (RFP-2022-DBH-01-FAMIL)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NAMI New Hampshire		1.4 Contractor Address 85 North State Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-5359	1.6 Account Number 05-095-092-922010-41190000-102-500731 05-095-092-922010-41170000-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation $1,195,274
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Kenneth Norton, LICSW Date: 6/8/2021		1.12 Name and Title of Contractor Signatory Kenneth Norton, LICSW Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 6/8/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by:		On: 6/9/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date 6/8/2021

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2. **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 B which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Date 6/8/2021

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 6/8/2021

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New Hampshire Department of Health and Human Services
Family Mutual Support Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide services in this Agreement to adults age 18 years of age and older with a Serious Mental Illness (SMI), and their families; children under age 18 years of age with Serious Emotional Disturbance (SED), and their families; professional staff members providing services to these populations; and the general public.

1.2. The Contractor shall provide the services described below in person, or virtually using teleconferencing or distance communication technology due to restrictions for COVID-19 safety protocols, if applicable. All services delivered virtually must be approved in advance by the Department.

1.3. The Contractor shall ensure services are available and provided statewide.

1.4. For the purposes of this agreement, all references to days shall mean calendar days.

Education, Training, and Support Groups

1.5. The Contractor shall provide one-on-one family support programming, for a minimum of one hundred twenty five (125) individuals annually (approximately sixty-five (65) adults, thirty-five (35) older adults and twenty-five (25) children), which includes, but is not limited to:

1.5.1. Individualized family support by an individual with lived experience who can empathize with the challenges and needs of the families and caregivers seeking support and link them with resources.

1.5.2. Age appropriate support and education to families across the life span so they may learn and develop skills to:

1.5.2.1. Navigate the mental health system;

1.5.2.2. Manage the stressors that families affected by mental illness experience;

1.5.2.3. Share concerns;

1.5.2.4. Develop coping skills;

1.5.2.5. Gain knowledge;

1.5.2.6. Learn about community resources; and

1.5.2.7. Provide family members opportunities to:

1.5.2.7.1. Gain confidence;

1.5.2.7.2. Learn leadership skills, and

1.5.2.7.3. Move toward advocacy in order to assume active roles on state and local boards and committees that

focus on mental health related issues and participate in the promotion of the 10-Year Mental Health Plan.

1.6. The Contractor shall provide two (2) web-based support groups, Caregivers of Children Support Group and Family and Friends of Adults Support Group, to annually serve a minimum of one hundred and twenty (120) families/caregivers of children and adolescents with severe emotional disorders, and r families and caregivers of adults and older adults with mental illness, moderated by the Contractor's staff, to:

1.6.1. Provide participants with the opportunity to be part of a supportive community when they are unable to physically attend other support groups; and

1.6.2. Make peer support, education and resources available to individuals, families, and providers.

1.7. The Contractor shall provide statewide education and training on family mutual support programs, which includes, but is not limited to:

1.7.1. Family to Family and/or Family & Friends education classes by trained facilitators, for a minimum of seventy- five (75) participants annually who have an adult family member with a mental illness, to increase knowledge and skills that will enable participants to:

1.7.1.1. Understand mental illness;

1.7.1.2. Manage personal stressors;

1.7.1.3. Engage in and support the treatment and recovery process of family members; and

1.7.1.4. Advocate for timely and appropriate services.

1.7.2. Training up to four (4) new teachers each year with re-training provided via quarterly in-service and support opportunities for up to twenty (20) teachers.

1.8. The Contractor shall provide Side by Side (SbS) curriculum, up to ten (10) modules, for a minimum one hundred (100) participants who have an older adult family member, or for peers, and paraprofessionals who work with older adults with mental illness, to assist participants with:

1.8.1. Understanding mental illness in combination with other age-related issues;

1.8.2. Accessing supports that assist with being more effective; and

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

1.9. The Contractor shall provide three (3) Connection support groups for up to twelve (12) participants per group annually, for people with a mental illness to:

1.9.1. Learn from and support each other;

1.9.2. Share the challenges and successes of coping with mental illness;

1.9.3. Obtain comprehensive information regarding:

1.9.3.1. How to access mental health services and available resources;

1.9.3.2. Improvements to New Hampshire's Mental Health System; and

1.9.3.3. How to engage in system advocacy.

1.10. The Contractor shall provide a minimum of one (1) National Alliance on Mental Illness (NAMI) Peer-to-Peer Education Program for up to fifteen (15) participants, which must include, but is not limited to:

1.10.1. Creating a personalized relapse prevention plan;

1.10.2. Learn how to interact with health care providers;

1.10.3. Develop confidence for making decisions and reducing stress;

1.10.4. Stay up-to-date on mental health research;

1.10.5. Understand the impact of symptoms on their life; and

1.10.6. Access practical resources on how to maintain their journey toward recovery.

1.11. The Contractor shall expand its peer support services by offering facilitator/leadership training for individuals in recovery. The Contractor shall train:

1.11.1. Two (2) new NAMI Peer-to-Peer teachers; and

1.11.2. Two (2) new NAMI Connection facilitators annually.

1.12. The Contractor shall provide youth and young adult resources and information on social media, and at minimum one (1) website, which must include but is not limited to:

1.12.1. A youth leadership interactive social networking website facilitated by young adults with emotional disorders, created for and by youth ages fourteen (14) through twenty-one (21) who are affected by emotional disorders and/or mental illness and transitioning to adulthood, which must include, but is not limited to:

1.12.1.1. Providing a place where youth and young adults are:

1.12.1.1.1. Able to support each other by sharing ideas; and

1.12.1.1.2. Able to discuss concerns and questions about planning for the future.

1.12.2. Information about opportunities available to youth and young adults to get involved to help create a better mental health system.

1.13. The Contractor shall provide *In Our Own Voice* (*IOOV*) presenter training, to a minimum of eight (8) individuals annually. *IOOV* shall assist individuals with lived experience to gain confidence, and empower them to deliver their personal recovery story by:

1.13.1. Providing the tools to write compelling personal recovery stories;

1.13.2. Assisting participants with enhancing their public speaking skills;

1.13.3. Providing space for individuals to practice telling their personal stories within a learning and safe environment;

1.13.4. Engaging new speakers from diverse backgrounds; and

1.13.5. Coordinating speaking engagements for trained speakers with a broad array of audiences.

1.14. The Contractor shall provide *Life Interrupted* (LI) presenter training, to a minimum of four (4) new presenters annually and re-training for a minimum of five (5) existing presenters annually. LI family speaker training teaches public speaking and presentation techniques to assist family members of any age who have a loved one with a mental illness and/or serious emotional disorder to develop presentations that include:

1.14.1. Their family recovery story;

1.14.2. Specific facts about mental health; and

1.14.3. Important anti-stigma messaging.

1.15. The Contractor shall provide at least twelve (12) volunteer facilitated support groups annually by providing:

1.15.1. A venue for group meetings;

1.15.2. A mechanism to track participation and evaluation;

1.15.3. Ongoing model-specific quarterly re-training/in-service opportunities, for a minimum of ten (10) facilitators annually in order to:

1.15.3.1. Refresh skills;

1.15.3.2. Share learned experiences; and

1.15.3.3. Communicate up-to-date information on current policy topics and other relevant information to share with other facilitators and individuals attending family support programming statewide.

1.15.4. Training for four (4) new support group leaders annually.

Program Support and information Dissemination

1.16. The Contractor shall provide *It's Your Move* Public Policy Leadership Training for a minimum of twenty (20) participants annually, to assist individuals to:

1.16.1. Develop effective communication, messaging skills, and advocacy skills;

1.16.2. Understand state government, the 10-Year Mental Health Plan, the Children's System of Care, and current legislation relative to mental health and suicide prevention;

1.16.3. Increase their knowledge of current mental health policies;

1.16.4. Become advocates for mental health issues, and to educate key stakeholders and Legislators about the importance of mental health issues across the lifespan; and

1.16.5. Participate on policy committees and other opportunities in policy development.

1.17. The Contractor shall promote and share information about opportunities to serve on state and local boards and committees that focus on mental health related issues with trained teachers, facilitators, and presenters statewide.

1.18. The Contractor shall provide a minimum of eighteen hundred (1800) hours of technical assistance annually to education, support and leadership programs statewide, which must include but is not limited to:

1.18.1. Communicating with trained leaders, volunteers, teachers, presenters, and advocates to support them in their leadership roles.

1.18.2. Addressing concerns of trained leaders, teachers, and presenters in order to solve problems.

1.18.3. Providing current mental health updates and resources at quarterly in-service meetings with teachers, facilitators, leaders, and presenters.

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

1.19. The Contractor shall serve as a repository for information and resources distributing electronic and printed materials regarding mental health, which must include, but is not limited to:

1.19.1. Accepting and responding to a minimum of one thousand (1,000) phone, e-mail, social media messaging, and/or in-person inquiries annually.

1.19.2. Distributing a minimum of fifteen thousand (15,000) educational materials annually to individuals, family members, providers, and organizations. Materials will include:

1.19.2.1. Resources in both English and Spanish to individuals, family members, health care providers and other professionals including schools, public safety, health care organizations, and more;

1.19.2.2. Evidence-based materials for individuals and family support and education programs; and

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1.19.2.3. Resources for suicide prevention and survivors of a suicide loss.

1.19.3. Maintaining a public awareness and resource website with content that includes, but is not limited to:

1.19.3.1. Accurate and current resources for mental health information;

1.19.3.2. Current offerings and schedules for statewide family support programming;

1.19.3.3. Family support group information and schedules;

1.19.3.4. Testimony and letters that respond to current legislation, if applicable;

1.19.3.5. New Hampshire's 10-Year Mental Health Plan;

1.19.3.6. Social networking opportunities for teens and young adults; and

1.19.3.7. A complete listing of Community Mental Health Centers and Peer Support Agencies, inclusive of contact information.

1.20. The Contractor shall provide information through web-based media, including Video, Facebook, and Twitter, that must include, but is not limited to:

1.20.1. Publishing links to a minimum of fifteen (15) educational webinars and/or videos relevant to:

1.20.1.1. Family education and support;

1.20.1.2. Suicide prevention;

1.20.1.3. Supports to those bereaved by suicide;

1.20.1.4. New Hampshire's 10-Year Mental Health Plan; and

1.20.1.5. Stigma reduction.

1.20.2. Other topics of interest to families and individuals.

Community Education, Stigma Reduction and Public Speaking

1.21. The Contractor shall provide a minimum of three (3) educational presentations for families and/or caregivers affected by mental illness and persons with mental illness on topics that include, but are not limited to:

1.21.1. Advocacy and current policy updates.

1.21.2. Mental health resources and treatments.

1.21.3. Coping skills and stigma.

1.21.4. Working with the Office of Consumer and Family Affairs (OCFA), within the New Hampshire Department of Health and Human Services, Bureau

of Mental Health Services, , to develop presentations focused on persons with mental illness.

1.22. The Contractor shall provide an annual educational conference for individuals, transitional age youth, families, providers and interested members of the public that must include:

1.22.1. Mental health topics and issues for all age groups;

1.22.2. Current and emerging evidence-based practices;

1.22.3. A description of the New Hampshire mental health system and 10-Year Mental Health Plan; and

1.22.4. Key stakeholders and family members on the Conference Planning Committee during the planning stages.

1.23. The Contractor shall provide educational services and activities for the general public, including, but not limited to:

1.23.1. A minimum of twelve (12) anti-stigma messages and responses in response to public statements that are prejudicial and discriminatory via use of newspaper, radio, television and social media sources. The Contractor shall develop a plan that includes, but is not limited to:

1.23.1.1. Community awareness events.

1.23.1.2. Observance of Mental Illness Awareness Week.

1.23.1.3. Collaborating with agencies, schools, community mental health centers, community providers, and New Hampshire Hospital to provide activities and events.

1.23.1.4. Web-based tools in order to promote positive images associated with mental illness including easily accessible information or links to information about safe messaging.

1.23.2. A minimum of thirty (30) *In Our Own Voice* (*IOOV*) Presentations of personal stories, to help reduce the stigma of mental illness, for a minimum of eight hundred (800) individuals from targeted audiences that include, but are not limited to:

1.23.2.1. Mental health and substance use disorder peer support centers.

1.23.2.2. Mental health and healthcare providers.

1.23.2.3. Colleges.

1.23.2.4. Law enforcement.

1.23.2.5. Department military/civilian committees.

1.23.2.6. Educators/schools.

1.23.2.7. Other vendors and collaborators, as appropriate.

1.23.3. A minimum of ten (10) Life Interrupted' (LI) Presentations, for a minimum of one hundred and fifty (150) family members of any age who have a loved one with a mental illness and/or serious emotional disorder gain confidence through instruction on public speaking and presentation techniques in order to develop presentations that include:

1.23.3.1. Speaking about their own experiences.

1.23.3.2. Address mental health stigma.

1.23.3.3. Educate communities about mental illness recovery.

1.23.3.4. How mental illness impacts family members.

1.23.3.5. Resources available to family members.

1.23.4. A minimum of ten (10) presentations for a minimum of two hundred and fifty (250) individuals of the general public annually on a variety of topics related to promoting awareness about treatment and recovery of serious mental illness (SMI) and serious emotional disorders (SED), including:

1.23.4.1. Displaying and disseminating information about mental illness at conferences, health fairs and other events that are designed for specific, targeted audiences;

1.23.4.2. Ensuring staff members have completed Diversity and Cultural Competence training as approved by the Department; and

1.23.4.3. Ensuring stigma reduction messaging is a component of all public presentations.

Suicide Prevention

1.24. The Contractor shall provide information regarding suicide, risk factors, protective factors and warning signs to individuals, family members, service providers, and the general public to increase their ability to recognize at-risk individuals and connect them to qualified health professionals through the Contractor's NAMI NH website, social media, presentations, and the Information and Resource line.

1.25. The Contractor shall assemble and distribute a minimum of three hundred (300) resource packets for next of kin, with approval from the Department, that must include:

1.25.1. Information and best practices for managing grief from a suicide loss;

1.25.2. Warning signs of suicidal feelings;

1.25.3. Methods for reducing risk of suicide, stigma, and isolation;

1.25.4. Tools to increase help-seeking behavior; and

1.25.5. Resources and connections to Survivors of Suicide Loss support and education programs.

1.26. The Contractor shall provide suicide prevention and intervention training through:

1.26.1. Annually, a minimum of four (4) education and awareness events that target individuals with SMI/SED and their family members, in order to increase awareness of suicide as a public health issue through collaboration with public and private organizations, coalitions, state bureaus, individuals with lived experience, family organizations, and community mental health centers. Events must be designed to transfer knowledge regarding:

1.26.1.1. Suicide;

1.26.1.2. Risk factors;

1.26.1.3. Protective factors and warning signs;

1.26.1.4. The ability to recognize at-risk individuals;

1.26.1.5. Connecting at-risk individuals to qualified health professionals; and

1.26.1.6. At least one (1) of these events must be delivered during National Suicide Prevention Month in September.

1.26.2. A minimum of two (2) training opportunities for key service providers, annually, which must include but is not limited to:

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

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

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

1.26.2.4. Reducing stigmatizing attitudes.

1.26.2.5. Promoting help seeking.

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

1.26.3. The Contractor shall provide a minimum of thirty (30) hours annually of technical assistance and conference calls to support volunteer suicide intervention and prevention trainers who train in their local regions to support the volunteer pool of trainers and ensure they have updated training information.

1.27. The Contractor shall provide annually a minimum of one (1) Connect Postvention training, for up to thirty (30) individuals, which must include, is not limited to:

1.27.1. Best practice protocols for key services providers in order to:

1.27.1.1. Reduce the risk of contagion.

1.27.1.2. Provide information about warning signs for suicide in order to increase help seeking behavior and sensitivity.

1.27.1.3. Increase the cultural responsiveness of service providers to those bereaved by suicide.

1.27.1.4. Provide current science-based information/best practices on:

1.27.1.4.1. Grief;

1.27.1.4.2. Suicide loss;

1.27.1.4.3. Resources; and

1.27.1.4.4. Connection to survivors of suicide loss network.

1.28. The Contractor shall provide a minimum of fifty (50) hours annually responding to suicide incidents by providing consultation and technical assistance to guide key service providers and community members in the use of best practice protocols implemented after a suicide death in order to promote healing.

1.29. The Contractor shall provide a minimum of twenty (20) hours of support and technical assistance to the Survivors of Suicide Loss Networks (SOSL) that include, but are not limited to:

1.29.1. Support, helpful resources and connection to other families who have lost a family member to suicide.

1.29.2. Support and technical assistance to Survivor of Suicide Loss Support Group facilitators, including assistance with screening individuals who are interested in attending groups and maintaining appropriate meeting locations.

1.29.3. Support a minimum of six (6) Survivors of Suicide Loss Support Groups (SOLS) annually.

1.29.4. Provide a Survivor Newsletter that is distributed electronically statewide, to a minimum of five thousand (5,000) individuals, in order to educate service providers, the public, and those affected by suicide regarding:

1.29.4.1. The impact of suicide on families and communities.

1.29.4.2. Available resources and supports.

1.29.4.3. Reducing the feelings of isolation and shame.

1.29.5. Coordination of, a minimum of six (6) *Survivor Voices* presentations annually, for up to thirty (30) in-person participants, or up to seventy (70) virtual participants, with the Suicide Loss Survivor Speakers' Bureau, that provides technical assistance, statewide, to trained speakers, including but not limited to:

1.29.5.1. Locating presentation sites.

1.29.5.2. Distribution of audience materials, including a program evaluation.

1.29.6. *Survivor Voices* speakers re-training, for up to ten (10) speakers annually, by providing updates on current research trends in suicide prevention and safe communication, while providing opportunities to process challenges and stigmas encountered as well as methods to address those challenges and stigmas.

1.29.7. A minimum of fifty (50) hours, annually, of Individual Survivor Support that:

1.29.7.1. Provides individual support to survivors of suicide loss in order to connect them with support groups and other survivor resources.

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

1.29.7.3. Provides trained speakers who have survived an attempted suicide.

1.30. The Contractor shall participate on the New Hampshire Suicide Prevention Council as a member organization. The Contractor will serve as the fiscal agent for $100,000 of designated state general funds to support implementation of the goals of the suicide prevention council's strategic plan. The Contractor shall work with the Suicide Prevention Council's leadership committee to:

1.30.1. Prioritize spending recommendations;

1.30.2. Vote on an annual budget and spending plan;

1.30.3. Bring a proposal forward to the Department for approval; and

1.30.4. Submit requests to the Department to carry over funds from one fiscal year to the next, as necessary.

Administrative Requirements

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

Agreement.

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

1.32.1. The Board of Directors will consist of individuals whom self-identify as having mental health lived experience; or

1.32.2. Identify as family members of individuals with severe mental illness, severe and persistent mental illness, early serious mental illness, first episode psychosis and/or severe emotional disturbance.

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

1.33.1. Ensure the records are provided to the Department upon request.

1.33.2. Maintain minutes of Board meetings that include, but are not limited to:

1.33.2.1. Topics discussed.

1.33.2.2. Action steps and votes.

1.33.2.3. The monthly review of the agency financial status.

1.33.3. Have a documented orientation process and manual for Directors of the Board, which must be provided to the Department upon request.

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

1.34. The Contractor shall maintain an accounting manual specific to the organization which includes, but is not limited to:

1.34.1. Cash management to include cash receipts, cash disbursements, and petty cash.

1.34.2. Accounts Payable and Accounts Receivable Procedures.

1.34.3. Payroll and fixed assets.

1.34.4. Internal Control Procedures.

1.34.5. Expense reimbursement and Advance Policy.

1.35. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

1.35.1. Obtain and verify at least two (2) references for the person;

1.35.2. Submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

1.35.3. Complete a criminal records check to ensure that the person has no history of:

1.35.3.1. Felony conviction; or

1.35.3.2. Any misdemeanor conviction involving:

1.35.3.3. Physical or sexual assault;

1.35.3.4. Violence;

1.35.3.5. Exploitation;

1.35.3.6. Child pornography;

1.35.3.7. Threatening or reckless conduct;

1.35.3.8. Theft;

1.35.3.9. Driving under the influence of drugs or alcohol; or

1.35.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

1.36. Unless approved by the Department, the Contractor shall not hire any individual, or approve any individual to act as a volunteer, if:

1.36.1. The individual's name is on the BEAS state registry;

1.36.2. The individual has a record of a felony conviction; or

1.36.3. The individual has a record of any misdemeanors specified in Paragraph 1.35.3.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3.. Reporting Requirements

3.1. The Contractor shall submit quarterly financial and statistical reports within thirty (30) days after the end of each quarter.

3.1.1. Quarterly financial reports must include:

3.1.1.1. A Corporate Balance Sheet.

3.1.1.2. An Income Statement using the accrual method of accounting.

3.1.1.3. A Budget-to-Actual Revenue and Expense report (Form A) using the cash method of accounting.

3.1.1.4. Total revenue and expenditures, including funds from all sources.

3.1.2. Quarterly statistical reports must include:

3.1.2.1. Data statistical reports based on criteria approved by the Department.

3.2. The Contractor shall provide the Department with a monthly programming calendar of scheduled events, trainings and programming for the upcoming month by the end of the prior month.

3.3. The Contractor shall provide the Department with a monthly programming report that includes, but is not limited to:

3.3.1. A description for each training session provided for the previous month.

3.3.2. The total number of training sessions provided during the previous month.

3.3.3. The number of individuals who participated in each training session.

3.3.4. Individual and collective results of pre and post tests for each type of training.

3.3.5. The number of contacts made with stakeholders and the general public in providing mental health support and resources and public speaking engagements.

3.3.6. The number of web-based/electronic postings and resources disseminated in the month.

3.3.7. The number of technical assistance hours spent with education, support, and leadership programs.

3.3.8. A list of suicide prevention activities completed and numbers reached, with the suicide prevention council activities clearly identified.

3.4. The Contractor shall conduct pre- and post-tests for trainings, and report results based on criteria approved by the Department, to determine effectiveness of services in participant skills, knowledge and confidence. The Contractor shall:

3.4.1. Conduct pre- and post-tests for training sessions longer than three (3) hours.

3.4.2. Conduct post surveys for training sessions/presentations less than three (3) hours

3.4.3. Conduct semi-annual follow-up survey with individuals who contact the Contractor's NAMI Information and Resource program.

4. **Performance Measures**

4.1. The Department will monitor performance of the Contractor by reviewing monthly reports as described in Subsection 3.3.

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. **Additional Terms**

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6. **Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records must 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.

6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement

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are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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..

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New Hampshire Department of Health and Human Services
Family Mutual Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without

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obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. 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.

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Exhibit C-1
Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: SFY 2022

Line Items	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 326,564	$ 75,110	$ 401,674	$ -	$ -	$ -	$ 326,564	$ 75,110	$ 401,674
2. Employee Benefits	$ 69,537	$ -	$ 69,537	$ -	$ -	$ -	$ 69,537	$ -	$ 69,537
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ 16,730	$ -	$ 16,730	$ -	$ -	$ -	$ 16,730	$ -	$ 16,730
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 734	$ -	$ 734	$ -	$ -	$ -	$ 734	$ -	$ 734
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 8,373	$ -	$ 8,373	$ -	$ -	$ -	$ 8,373	$ -	$ 8,373
Postage	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 2,340	$ -	$ 2,340	$ -	$ -	$ -	$ 2,340	$ -	$ 2,340
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Fiscal Agent Suicide Prevention Council	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 522,528	$ 75,110	$ 597,637	$ -	$ -	$ -	$ 522,528	$ 75,110	$ 597,637

Indirect As A Percent of Direct 14.4%

Indirect Methodology-Federal Negotiated Rate of 23% of direct wages, no Prop. Cost Agreement attached

Contractor Initials LN
Date 6/8/2021

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Exhibit C-2
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 326,564	$ 75,110	$ 401,674	$ -	$ -	$ -	$ 326,564	$ 75,110	$ 401,674
2. Employee Benefits	$ 69,537	$ -	$ 69,537	$ -	$ -	$ -	$ 69,537	$ -	$ 69,537
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ 16,730	$ -	$ 16,730	$ -	$ -	$ -	$ 16,730	$ -	$ 16,730
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 734	$ -	$ 734	$ -	$ -	$ -	$ 734	$ -	$ 734
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 6,373	$ -	$ 6,373	$ -	$ -	$ -	$ 6,373	$ -	$ 6,373
Postage	$ 250	$ -	$ 250	$ -	$ -	$ -	$ 250	$ -	$ 250
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 2,340	$ -	$ 2,340	$ -	$ -	$ -	$ 2,340	$ -	$ 2,340
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Fiscal Agent Suicide Prevention Council	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 522,528	$ 75,110	$ 597,638	$ -	$ -	$ -	$ 522,528	$ 75,110	$ 597,638

Indirect As A Percent of Direct 14.4%

Indirect Methodology-Federal Negotiated Rate of 23% of direct wages, no fringe, Cost Agreement attached

Contractor Initials DS KN
Date 6/8/2021

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice; including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials LN

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

6/8/2021
Date

DocuSigned by:
Kenneth Norton, LICSW
Name: Kenneth Norton, LICSW
Title: Executive Director

Vendor Initials DS KN
Date 6/8/2021

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name:

DocuSigned by:
Kenneth Norton, LICSW

6/8/2021
Date

Name: Kenneth Norton, LICSW
Title: Executive Director

DS
KN
Vendor Initials

6/8/2021
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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

Contractor Initials KN
Date 6/8/2021

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

DocuSigned by:
Kenneth Norton, LICSW

6/8/2021
Date

Name: Kenneth Norton, LICSW
Title: Executive Director

DS
KN

Contractor Initials KN
Date 6/8/2021

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS
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Contractor Initials _____

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

DocuSigned by:
Kenneth Norton, LICSW

6/8/2021
Date

Name: Kenneth Norton, LICSW
Title: Executive Director

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

DocuSigned by:
Kenneth Norton, LICSW

6/8/2021
Date

Name: Kenneth Norton, LICSW
Title: Executive Director

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New Hampshire Department of Health and Human Services

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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials LN

Date 6/8/2021

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the *Privacy and Security Rule*, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	NAMI New Hampshire
The State	Name of the Contractor
Katja Fox	Kenneth Norton, LICSW
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Kenneth Norton, LICSW
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/8/2021	6/8/2021
Date	Date

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New Hampshire Department of Health and Human Services
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:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Kenneth Norton, LICSW

6/8/2021
Date

Name: Kenneth Norton, LICSW
Title: Executive Director

DS
KN
Contractor Initials
6/8/2021
Date

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 883088411

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __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 DS LN

Date 6/8/2021

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities: The environment, as a

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov