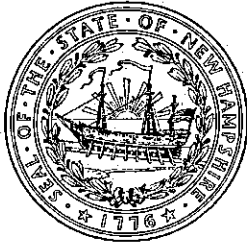


CSG



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 OFFICE OF THE COMMISSIONER
 P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5603 FAX: 888-908-6609
 TDD ACCESS: 1-800-735-2964
 www.nh.gov/nhdod

HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

78

September 12, 2024

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

REQUESTED ACTION

1. Authorize the NH Department of Corrections (NHDOD) to accept and expend funds from the NH Department of Health and Human Services (DHHS), in the amount of \$80,000.00, for a series of training sessions for NHDOD departmental personnel, the court system, and other law enforcement organizations, as data affirms those incarcerated have a high rate of mental illness, and this training will advance staff effectiveness in achieving the mission of the NHDOD, effective upon Governor and Executive Council (G&C) approval through June 30, 2025. 100% Transfer from other Agencies.

Accept and Expend				
02-46-46-460510-39480000-00D-488592	Transfer from other Agencies	-	\$ (80,000.00)	\$ (80,000.00)
Mental Health Training				
Account	Description	FY 2025 Current Authorized	FY 2025 Requested Action	FY 2025 Adjusted Authorized
02-46-46-460510-39480000-102-500731	Contracts for Program Services	-	\$ 80,000.00	\$ 80,000.00
Totals		-	\$ 80,000.00	\$ 80,000.00

2. Authorize, contingent upon approval of requested action #1, the NHDOD to enter into a **sole source** contract with National Alliance on Mental Illness New Hampshire (NAMI NH) (VC# 166630), 85 North State Street, Concord, NH 03301, in the amount of \$80,000.00, for mental health and co-occurring disorder training and professional services effective upon Governor and Executive Council approval through June 30, 2025. 100% Transfer from Other Agencies.

Funds are available in the following account 02-46-46-460510-39480000

EXPLANATION

This request is **sole source** as the National Alliance on Mental Illness-New Hampshire (NAMI NH) was named the service provider to conduct a series of mental health illness training sessions through a Memorandum of Understanding (MOU) between DHHS and the NHDOC, approved by G&C on June 12, 2024, Item #19. In review of the Governor's Commission on Alcohol and Other Drugs (Commission) [The Governor's Commission on Alcohol & Other Drugs | New Hampshire Department of Health and Human Services (nh.gov)], mission and strategic plan, the Department seeks to engage NAMI-NH in a collaborative effort for the following activities that target several of the strategies within the Commission's plan to include but not limited to:

- 1.Prevention: 1.6 Support the behavioral health crisis response and service access system
 - 1.7 Foster evidence-informed practices that support justice-involved individuals with substance use disorders (SUD).
- 3. Care Coordination and Behavioral Health Integration:
 - 3.1 Support 10-year mental health plan strategies
 - 3.6 Evidence-Informed Care Coordination
- 5. Recovery: 5.3 Increase Utilization of Referral Sources
 - 5.4 Increase Utilization of Non-Traditional Supports
 - 5.5 Support Workplace Initiatives
- 9. Professional Development
 - 9.1 Increase access to training and technical assistance across all sectors
 - 9.2 Enhance trainings for all law enforcement professionals re: addiction and stigma.

In order to enhance correctional law enforcement response within the state correctional system to behavioral health crisis response, build a trauma-responsive correctional setting and create a more effective path to service access post response, we have received funding support from the Commission to support training all correctional institutional staff in Building Trauma-Responsive Correctional Setting, Responding to People with Mental Illness and Crisis Intervention Training with a specific focus on application in a correctional environment.

NAMI-NH has been an effective partner in delivering these trainings that have fostered evidence-informed practices key to prevent adverse outcomes and this proposal specifically targets people who are justice involved to improve outcomes. This community collaboration with the department supports care coordination within a corrections environment but also educates a broad base of professionals who will be more informed in their own communities in how to assist in referring people for better care coordination while at the same time reduce stigma associated with mental illness and co-occurring disorders. In addition, since the department also oversees the state probation and parole services, the continuity of education and awareness supports the on-going state effort to reduce the use of incarceration during times of mental health crisis, specifically associated with relapse in recovery and strengthen the referral connectivity during supervision in the community.

As stated in the 10-Year Plan, almost fifteen percent of incarcerated men and thirty percent of incarcerated women have a mental health disorder, the majority of which have not yet been convicted of a serious or violent crime and this statistic continues to grow as evidenced by our data below:

Percent of NH Department of Corrections Residents Receiving Psychiatric Treatment:

NH Department of Corrections: Residents Prescribed Psychiatric Medications			
As of January 10 th , 2023			
Biological Gender	% on Psychiatric Medications	Count	Total Population
Males	46.7%	829	1774
Females	82.6%	95	115
Total		924	1889

Highlight of 10-Year Plan and intercepts with justice-involved:

Goal: “Create a single, integrated point of entry to localized information, triage and referral to local services for both mental health and substance misuse conditions.”

Re-entry for people after incarceration can be confusing and overwhelming. While assistance is provided to them prior to release, the post-incarceration environment can be daunting and is dynamic. A single, integrated point for referral for mental health and substance use disorder services will ensure access to much needed treatment for this population. Currently, 35% of the men and 90% of the women in the care and custody of the NHDOC (New Hampshire Department of Corrections) receive some kind of behavioral health (mental health and/or substance use) treatment.

Goal: “Improve the recruitment, retention and quality of the mental health workforce.”

Specifically, the DOC would like to speak to the actions of enhancing professional development and creating a technical assistance hub. Experienced clinicians certainly understand the concept of institutionalization. People exiting incarceration, particularly after an extended period of time, will be entering a world that has changed. New technologies exist, their communities have evolved (new buildings have been built, other landmarks may have vanished), and they may be looking at different social conventions such as the variety of social relationships, new kinds/models of employment and how resources are accessed. The DOC would like to participate in helping community professionals understand the sequela of incarceration by providing consultation through a technical assistance hub and/or providing trainings to the community as necessary and helpful.

Goal: “Create comprehensive, robust and coordinated continuum of care with supported transitions between steps in the care pathway to meet the mental health needs of NH citizens.”

The DOC advocates for a seamless continuity of care for those leaving correctional facilities with regard to treatment services in the community. Those exiting incarceration are a high-risk population. To support community tenure and stability, access to services and resources (i.e. Medicaid and other community supports) is vital so that barriers of access to critical services are reduced.

Goal: “Reduce mental health stigma and improve recognition and response to signs of mental distress in NH communities.”

Mental health stigma is a real social force. People recently incarcerated are also challenged with mental health issues are doubly stigmatized due to their felony background. Therefore, the DOC advocates for awareness training to ensure that community providers have knowledge about those re-entering or recently released from prisons or jails.

Goal: Support people with mental health conditions safely and effectively in their home communities.

Supportive housing alternatives are crucial to enhancing community reintegration for those released from incarceration. The NHDOC advocates for the development of pathways for those with mental illness to be able to access supported housing. Exclusions of those with felony backgrounds should be eliminated. This has been supported by Commission's continued funding of the unique collaboration between the Judiciary and the department in targeting funding and resources to identify stable housing for justice-involved and the positive outcomes it is producing.

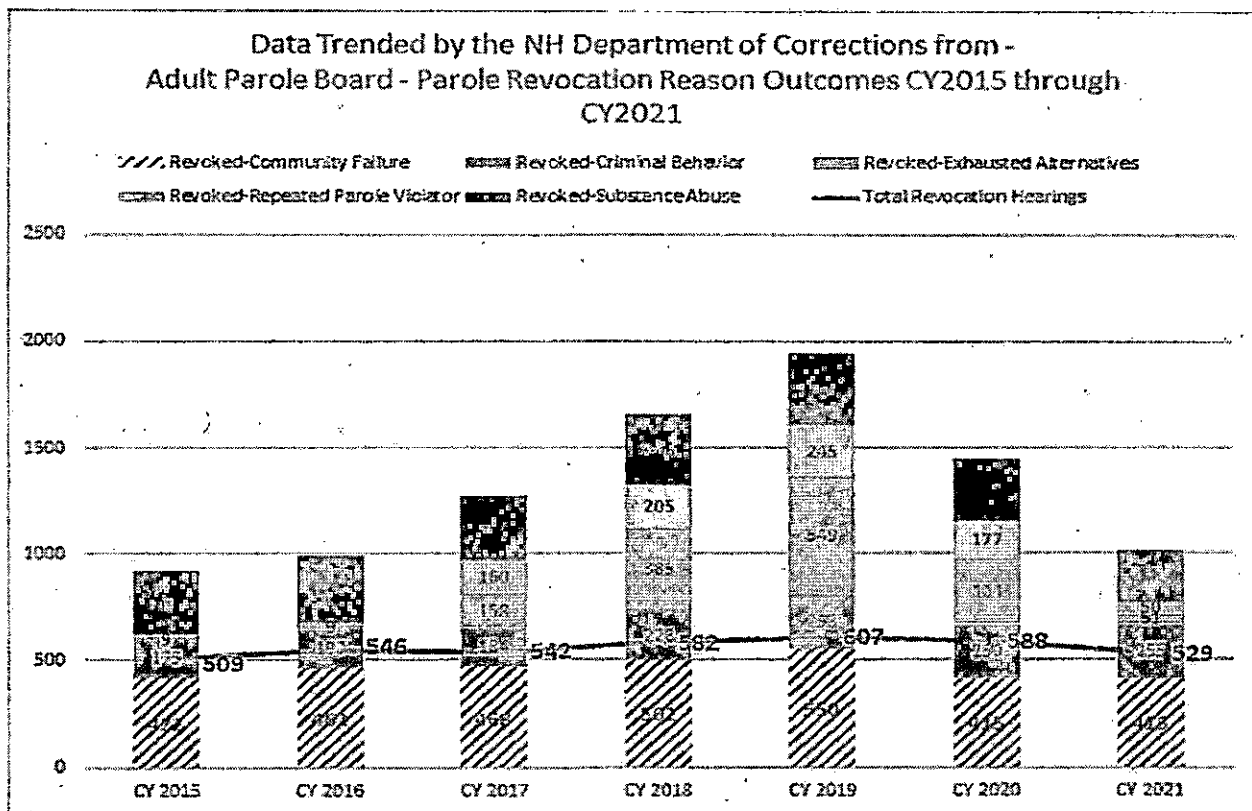
Goal: "Compelling vision, strong shared leadership, strategic advocacy and grassroots support creates commitment among law and policy makers to resource and restore New Hampshire's mental health system."

It is understandable that those incarcerated, or working on reintegration into the community, have not historically been included in conversations about mental health needs. It is, in many ways, a hidden population. As early as 2005, statistics published by the Bureau of Justice indicate that those with mental illness are increasingly being incarcerated. Most recently, a BOJ report* indicates that 14% of prisoners meet the threshold for serious psychological distress. (Compare to the standardized general population incidence rate of 5%.) The DOC asks advocates to include justice involved individuals in the conversation when thinking about mental health issues and needs. The DOC advocates that as areas of insurance reform are discussed regarding paths to access, consideration is taken on how pre-authorization and other standards are imposed by both public and private insurance entities and their effect on access/creation of unintended obstacles. Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates, 2011-2012 | Bureau of Justice Statistics (ojp.gov)

The NH Department of Corrections has identified for several years the primary drivers to recidivism in NH are centered on substance use and/or misuse resulting in parole supervision violations.

Recidivism is defined, under the previously named Association for State Correctional Administrators (ASCA) now Correctional Leaders Association (CLA), as the "Number of Residents released from the DOC during the calendar year (e.g. 2011) for which recidivism is calculated who returned to a DOC prison system for a new conviction within 36 months (3 Years) after release divided by the number of residents released during the calendar year. This includes the number of residents who were released during the calendar year who were returned to prison for a technical violation within 36 months of release (3 Years)."

Recidivism Trending	Calendar Year	2011	2012	2013	2014	2015	2016	2017	2018
Males		47.3%	44.9%	47.7%	45.7%	41.4%	42.8%	43.6%	43.7%
Females		41.4%	37.3%	43.3%	40.6%	42.3%	43.3%	44.3%	41.8%
All		46.7%	44.1%	47.1%	45.0%	41.6%	42.6%	43.9%	42.8%



Upon booking into our facilities, in compliance with National Commission on Correctional Healthcare standards, all incarcerated people undergo a behavioral health screening. A summary of referral outcomes for all persons screened during SFY2021 are as follows:

Behavioral Health Screening Outcome - Referrals Generated		FY2021
General Behavioral Health Services		55%
Psychiatric Screening		28%
Substance Use Screening		54%

Incarcerated population percentages as of July 11, 2022 with a primary substance use disorder diagnosis by facility:

Transitional Housing Units/Work Center	29%
NH Correctional Facility for Women	68%
NH State Prison for Men	26%
Northern NH Correctional Facility*	44%
Secure Psychiatric Unit	14%

* Has two Focus Units (Total beds for treatment 136 – ASAM 3.5)

Current # of Incarcerated Persons receiving Medication Assisted Treatment as of July 21st 2023:

Transitional Housing Units/Work Center	51
NH Correctional Facility for Women	69
NH State Prison for Men	214
Northern NH Correctional Facility	227
Total All Sites:	561

With this partnership and additional resources, NAMI NH will have the capacity to provide trainings to those working closely with justice-involved individuals with mental illness. It is expected that the provision of these trainings will lead to improved outcomes and increased awareness among, corrections employees including those certified as correctional law enforcement regarding the complex issues experienced by individuals with mental illness in the criminal justice system, including:

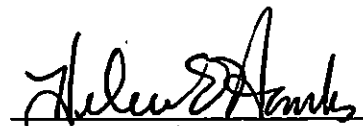
- ☐ Lack of appropriate mental health treatment;
- ☐ High utilizers of jail and prison stays;
- ☐ Homelessness and lack of affordable housing upon release;
- ☐ Meaningful employment upon release;
- ☐ Increased emergency department visits; and
- ☐ Re-arrest and recidivism.

This contract will continue to develop our correctional workforce and provide them with skills relevant to supporting persons with mental illness who are under departmental care, custody and/or supervision.

We will offer participation in classes to county corrections and other justice system professionals if we are not able to fill each class with departmental employees due to schedules or other unforeseen conflicts.

I appreciate the consideration of the Executive Council and seek support of this contract.

Respectfully Submitted,


Helen E. Hanks
Commissioner

FORM NUMBER P-37 (version 2/23/2023)

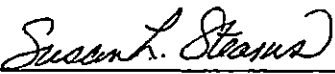
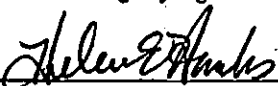
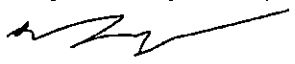
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 64 State Street Concord, NH 03302	
1.3 Contractor Name NAMI New Hampshire		1.4 Contractor Address 85 North State Street Concord, NH, 03301	
1.5 Contractor Phone Number 603-885-5359	1.6 Account Unit and Class 02-46-46-460510-39480000-102-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$80,000.00
1.9 Contracting Officer for State Agency Paul D. Raymond		1.10 State Agency Telephone Number 603-271-8016	
1.11 Contractor Signature  Date: 08/20/24		1.12 Name and Title of Contractor Signatory Susan Stearns, Executive Director	
1.13 State Agency Signature  Date: 8/21/2024		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
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:  Mike Grandy On: 9/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

MENTAL HEALTH AND CO-OCCURRING DISORDER TRAINING AGREEMENT

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("NHDOC" or "State" or "Department"), 64 South Street, Concord, NH 03301 and NAMI NEW HAMPSHIRE (VC #166630) ("Contractor" or "NAMI NH"), a New Hampshire Non-Profit Corporation, Concord, NH 03301.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide SAMHSA Mental Health Training Services for the NHDOC.

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

EXHIBIT A

SPECIAL PROVISIONS

1. There are no special provisions.

EXHIBIT B

SCOPE OF SERVICES

1. **Background**

As part of the recommendations within the New Hampshire's Ten-Year Mental Health Plan, the Governor's Executive Order 2019-02 established an Advisory Commission on mental illness and for the NHDOC to make the recommendations to reduce incarceration, improve mental health services and transitions, including transportation to and from county and state correctional institutions. The proposed trainings are a component for meeting the recommended objectives of the Governor's Executive Order.

2. **Purpose**

The purpose of this initiative is to provide a suite of training sessions to those who work closely with justice-involved individuals with mental illness to include administration, correctional officers and probation and parole staff from the NHDOC and community stakeholders to include but not limited to Judicial Branch and correctional law enforcement personnel. The trainings outlined in Exhibit C are proposed and will be scheduled as needed to support the goals of NHDOC needs and are mutually agreed upon. Not all proposed sessions are guaranteed and/or some sessions may be scheduled multiple times.

3. **Training Overview**

It is expected that through the partnership with NAMI NH, the offered training sessions will provide information to improve outcomes and increase awareness regarding the complex issues experienced by

individuals with mental health and co-occurring disorders and are involved in the justice system, to include:

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Mental Illness/Health Training Services

NAMI NH
Page 1 of 6

Contractor Initials: **SLS**
Date: **08/20/24**

- Lack of appropriate mental health treatment;
- Longer jail and prison stays;
- Homelessness and lack of affordable housing upon release;
- Meaningful employment upon release;
- Increased emergency department visits; and
- Re-arrest and recidivism.

4. Proposed NAMI NH Training Sessions

4.1. Building Trauma-Responsive Correctional Setting

There is extensive research documenting the deleterious impacts of trauma and the unfavorable conditions associated with the social determinants of health. Evidence that trauma (and its neurobiological impacts) play a huge role in problematic behaviors exhibited in correctional facilities such as rule violations and violence. The need to adopt "universal precautions", in this case "trauma-informed care", when working with justice-involved individuals is the best practice for those working in the criminal justice system.

4.1.1. Training Objectives:

- Implement universal precautions to improve the experiences of both those people who are incarcerated and those who work with them;
- Training content facilitates participant: realization of significant prevalence of traumatic exposure in general populations as well as in individuals who are incarcerated;
- Appreciation for the neurobiological, psychosocial and system impacts of exposure to adversity as well as potential for post-traumatic growth; recognition of the signs of trauma; and development of specific approaches and interventions to put this knowledge into practice as to resist re-traumatization.

4.1.2. Training Sessions:

- No less than three (3) trainings at three-hours (3-hours) per training session. Each training session to consist of:
 - Individuals working in a correctional setting, to include a foundational training, advanced training and refresher training;
 - Offered in-person (at additional travel cost) or virtually.

4.2. Crisis Intervention Training (CIT)

CIT training is comprised of a comprehensive curriculum taught by local specialists in law enforcement, Emergency Medical Services (EMS), mental health services and peer/advocates. CIT highlights best practices, improves community partnerships and helps communities develop processes to serve people affected by mental illness with respect and dignity. Through CIT community stakeholders and people with lived experience, collaborate to develop strategies to re-direct people in crisis away from the criminal justice system and into community-based treatment whenever possible.

4.2.1. Training Objectives:

- Recognizing signs and symptoms of mental illness;
- Understanding medications;
- Understanding special populations (e.g. elderly, developmentally disabled, veterans);
- Connection with families and consumers;
- Development of communication skills and active listening;
- De-escalation techniques; and

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

- Scenario based training.

4.2.2. Training Sessions:

- No less than two (2); forty-hour (40-hour) sessions each to consist of:
 - o NHDOC focused CIT Training;
 - o Includes all materials and incidentals.

4.3. Connect Suicide Prevention

The Connect Suicide Prevention Program is a national best practice program created, copyrighted and trademarked by NAMI NH. This program, with a solid foundation in the National Suicide Prevention Strategy, provides trainings nationally and internationally for adults and youth in how to recognize and respond to suicide risk in a competent and confident manner that promotes an integrated community response for greater resourcefulness and efficacy in saving lives. The Connect Suicide Prevention Program and the Connect Suicide Postvention Program are both listed on the national Suicide Prevention Resource Center's Best Practice Registry and are in the process of achieving designation as an evidence-based practice.

4.3.1. Training Objectives: Connect Gatekeeper eLearning, including but not limited to:

- Learn about suicide risk factors and warning signs;
- Review the role of corrections in making an intervention with a suicidal individual in a variety of situations;
- Be provided an opportunity to dispel myths and misconceptions that can prevent "taking action" in situations involving suicide risk and death;
- Understand the impact of suicide on loss survivors;
- Review of protocol and resources when a suicide death occurs;
- Identify signs of contagion after a traumatic situation and ways to address this to reduce suicide risk in other vulnerable individuals;
- Learn best practices around safe messaging, media guidelines and memorial activities after a suicide or other traumatic fatality to reduce risk in others; and
- Understand the impact of trauma on corrections officers and recognize risk of suicide and resources to reduce risk and promote healthy and productive management of stress.

4.3.2. Training Session:

- No less than one (1); four-hour (4-hour) in-person Connect Suicide prevention training session for up to thirty (30) participants; or
- No less than one (1); four-hour (4-hour) Connect Virtual suicide prevention training session for up to thirty (30) Participants; or
- Block of one hundred (100) seats (priced per block of 100) for its Connect Gatekeeper eLearning training to DOC personnel.

4.4. Developing a Suicide Postvention Plan for the NHDOC

A suicide or other untimely traumatic death can have a devastating impact on a community. The shock and grief extends well beyond immediate family and friends and can ripple through the correctional facility community, affecting leadership, corrections officers, administrative staff and residents. A team of professionals who know what to do, are trained and prepared to act and

have an action plan in place will promote healing and reduce risk after a suicide death.

The NAMI NH designed Connect Postvention training and planning process will guide the NHDOC leadership in examining their unique community risk and protective factors and understanding and developing practices and protocols in suicide prevention and corrections

focused suicide response plan with assistance from a Connect trainer. Ideally, participants should have participated in Connect gatekeeper training prior to planning.

4.4.1. Training Objectives:

- How to coordinate a safe and supportive response to suicide;
- Selecting a postvention response coordinator and team members and defining their roles;
- Communication among team members;
- Reducing the risk of suicide-related phenomena (cluster, contagion, pacts);
- Best practices on communicating safely about suicide, responding to media, and restricting the availability of lethal means;
- Postvention protocols specific to the NHDCC;
- Surveillance of community "hot spots" to minimize future risk;
- How to help the community heal;
- Managing compassion fatigue;
- Creating a suicide postvention response plan, including immediate and long-term actions.

4.4.2. Training Session:

- No less than one (1); one-full (1-full) day postvention training and strategic planning session for up to thirty (30) participants attending postvention training four-hours (4-hours) for the first part of the day, followed by protocol planning with up to ten (10) participants in the second half of the day.

4.5. Responding to people with Mental Illness

Situations involving mental health problems can be complex and require extensive time and resources. The training program is based on best practices and can reduce the amount of time correctional staff have to spend responding to situations involving persons with mental illnesses, assure effective outcomes, and minimize risk of harm to all parties involved. In order to safely and effectively resolve situations involving mental illness, emotional crises and volatile circumstances, corrections personnel should understand best approaches, related laws and available resources. This training will look at common and challenging situations that are encountered by correctional officers and the strategies and resources that can affect a constructive disposition.

4.5.1. Training Objectives:

- Overview of mental health disorders and related behaviors;
- Introduction to stigma, discrimination, perceptions, myths and misconceptions;
- Special issues, such as mental health problems for specialized populations;
- Dealing with suicide and violence; and
- Impact of stress on correctional officers and resources for help.

4.5.2. Result of Training:

- Recognize various behaviors that may result from a mental illness;
- Gain skills relative to interventions with at-risk individuals;
- Develop knowledge of assessment and management with individuals exhibiting mental illness;
- Recognize the risks of suicide and learn protocols for intervening with incarcerated individuals who are suicidal;
- Learn techniques to defuse potentially volatile interactions;
- Understand the impact of stigma and trauma on persons with mental illness; and

- Learn how to manage one's own stress and options maintaining good mental health.
- 4.5.3. Training Session:

- No less than One (1); eight-hour (8-hour) training for part-time corrections personnel on interacting with persons with mental illness and emotional disorders.

4.6. Family-to-Family at the Connections Center

Family-to-Family is an evidence-based program that provides participants with a relaxed, trusting and safe environment to develop insight, skills and emotional understanding to support the recovery of their loved one(s). The group setting provides mutual support and shared positive impact where participants experience compassion and reinforcement from people who understand their situation. The eight-week (8-week) course is open to family members and friends of adults with mental illness.

4.6.1. Training Objectives:

- How to solve problems and communicate effectively;
- Taking care of yourself and managing your stress;
- Supporting your loved one with compassion;
- Finding and using local supports and services;
- Up-to-date information on mental health conditions and how they affect the brain;
- How to handle a crisis;
- Current treatments and therapies;
- The impact of mental health conditions on the entire family.

4.6.2. Training Session:

- No less than One; Family-to-Family program;
- Includes in person training at the Family Connections Center, coordination, program delivery and materials.

5. General Assumptions

5.1. Term of Agreement: The Term of this Agreement shall commence upon Governor and Executive Council (G&C) approval through June 30, 2025.

Training Schedule/Topics: The schedule of training sessions can be changed or adjusted and training topics may be modified, by mutual agreement between the parties, in the event of unforeseen circumstances.

5.2. Trainer(s): Authorized NAMI New Hampshire certified training facilitator.

5.3. Invoices: The NHDOC shall receive invoices for services rendered no later than thirty (30) days post service date.

5.4. Cancellation of Contract: The NHDOC may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NHDOC exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

6. Scope of Services

6.1. Training Preparation: Pre-training agenda planning and development, marketing and logistics, vetting attendees, phone consultations, e-mail communication, vetting instructors, instruction and instructional materials, project coordination and supervision, hosting platform, printed training materials, manuals and digital media.

6.2. NAMI New Hampshire Training Services: The training schedule can be changed or adjusted, and training topics and training deliverance from/to virtual engagements may be modified, by mutual agreement.

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- 6.3. Number of Participants: The NHDOC reserves the right to adjust the amount of participants attending the NAMI New Hampshire Training.

EXHIBIT C

METHOD OF PAYMENT AND CONTRACT PRICE

1. The Contractor, NAMI New Hampshire, shall provide an itemized invoice for services provided to the applicable General Assumptions and Scope of Services to include the following:

NAMI-NH Training	# of Trainings	Cost Per Training	Cost (FY25)
Building Trauma-Responsive Correctional Settings	3	\$ 1,050.00	\$ 3,150.00
CIT Training for Corrections Officers	2	\$ 17,220.00	\$ 34,440.00
Connect Suicide Prevention Training:			
In-Person Connect Suicide Prevention	1	\$ 2,445.00	\$ 2,445.00
Connect Virtual Suicide Prevention	1	\$ 3,000.00	\$ 3,000.00
Connect Gatekeeper eLearning	3	\$ 2,800.00	\$ 8,400.00
Developing a Suicide Postvention Plan for the DOC	1	\$ 3,000.00	\$ 3,000.00
Responding to People with Mental Illness	2	\$ 2,445.00	\$ 4,890.00
Family-to-Family at the Family Connections Center	1	\$ 3,200.00	\$ 3,200.00
*Contingency	1	\$ 17,475.00	\$ 17,475.00
Total Funding Request	15		\$ 80,000.00

* Contingency for travel, additional courses or other as mutually agreed upon

2. Total contract price (training services and supplies) shall not exceed eighty thousand dollars and no cents (\$80,000.00).
3. The Contractor, NAMI New Hampshire, shall provide an itemized invoice thirty (30) days post service date for services rendered. The NHDOC will accept an invoice in electronic format to expedite payment.

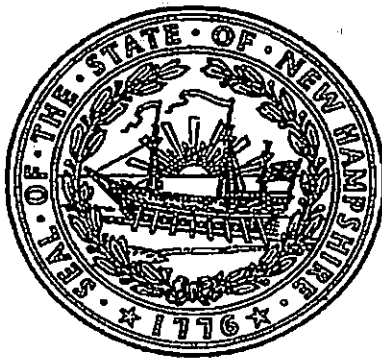
State of New Hampshire
Department of State

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: 0006747280



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joseph Keenan, hereby certify that:

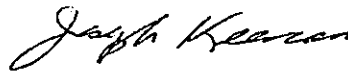
1. I am a duly elected President of NAMI New Hampshire.

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 August 2, 2024, 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.



Dated: August 2, 2024

Signature of Elected Officer
Name: Joseph Keenan
Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2024

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	
INSURED National Alliance on Mental Illness, NAMI-NH 85 North State Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Technology Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24-25

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	ADDITIONAL SUBR	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PHPK2688445	05/07/2024	05/07/2025	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 Cnstr, CissSpe \$ 1,000,000 COMBINED SINGLE LGAT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PHPK2688445	05/07/2024	05/07/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE		PHUB905005	05/07/2024	05/07/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TES4314240	10/10/2023	10/10/2024	☒ 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**CANCELLATION**

NH Department of Corrections 105 Pleasant St Concord NH 03301	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 <i>Fairley Kennedy</i>
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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

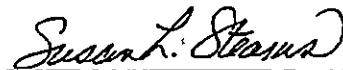
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Susan Stearns

Name



Signature

08/20/24

Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Susan Stearns
Name

Susan L. Stearns
Signature

08/20/24
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Susan Stearns
Name

Susan L. Stearns
Signature

08/20/24
Date

**NH DEPARTMENT OF CORRECTIONS
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. 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. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "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.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate 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 on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

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

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

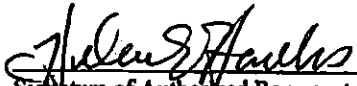
d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

State of NH-Department of Corrections
State of New Hampshire Agency Name

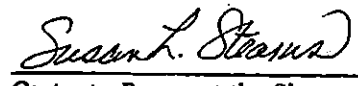

Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

8/21/2024
Date

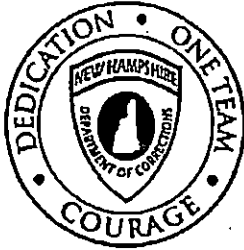
NAMI NH
Contractor Name


Contractor Representative Signature

Susan Stearns
Authorized Contractor Representative Name

Executive Director
Authorized Contractor Representative Title

08/20/24
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdcc

HELEN E. HANKS
COMMISSIONER

LISA M. STONE
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Susan Stearns

Date: 08/20/24

(Name of Contract Signatory)

Signature: *Susan L. Stearns*

(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

Attachment 8
PPD 379.00

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III
CONTRACTORS & NH STATE EMPLOYEES¹**

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a zero - tolerance policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Susan Stearns

Date: 08/20/24

Signature: *Susan L. Stearns*

Company/Organization: NA M I N H

¹All Departments Other than NH Department of Corrections employees



OUR 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.

OUR 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.

Anti-Discrimination – We recognize and applaud the diversity of humanity and believe everyone deserves to be free from judgment.

Inclusiveness – We respect all people, value the perspective of individuals with lived experience, and are dedicated to equity, diversity, and fostering a community of belonging.

Collaboration – We are dedicated 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.

Hope – We strive to make certain all who are affected by mental illness and suicide know they are not alone – that recovery is the expectation, and that hope and help will always be available.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: NAMI New Hampshire

Name of Program: NH Department of Corrections

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
Liz Hodgkins	Deputy Director	\$127,000	0.00%	\$0.00
Tammy Murray	Chief Financial Officer	\$144,442	0.00%	\$0.00
Elaine deMello	Suicide Prevention Advisor	\$96,000	10.00%	\$9,600.00
Ann Duckless	Community Educator & Prevention Specialist	\$62,000	5.00%	\$3,100.00
Susan Samuel	CIT Manager	\$76,000	20.00%	\$15,200.00
Kim Murdoch	Director of Communication	\$90,950	3.00%	\$2,728.50
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$30,628.50

BUDGET PERIOD:				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

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=MDyKLc06dXE>.

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.

Elaine de Mello
NAMI NH
85 North State Street
Concord, NH 03301
(603) 340-1062 (cell)
edemello@naminh.org

EDUCATION:

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

CERTIFICATIONS/LICENSES:

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

EXPERIENCE:

1999 - Present National Alliance on Mental Illness NH, Concord, NH
Director of Suicide Prevention Services

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

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Teaching Lecturer, Health Education & Social Work

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

Trainer/Certified In:

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

Professional Memberships:

- National Alliance on Mental Illness (1988-Present)

Awards:

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

Courses Taught At Plymouth State University:

- Mental Health Issues (Wellness course through the Health and Human Performance Department)
- Mental Health and Society (Global Awareness Course through the Social Work Department)
- Human Behavior II (Social Work Department)
- Social Work Theory and Macro Systems (Social Work Department)

Ann Duckless, MA
85 North State Street
Concord, NH 03301
Tel. 603-225-5359

WORK EXPERIENCE:

National Alliance on Mental Illness NH, Concord, NH 01/06 – Present

Community Educator and Prevention Specialist

Serve as a team member and lead trainer with the *Connect* Suicide Prevention Program. Work collaboratively in NH and nationwide with states, communities, tribal nations, college campuses, and military installations in providing suicide prevention and mental health trainings to community providers and members, as well as reducing risk and promoting healing with postvention trainings for first responders, school crisis response teams, funeral directors and clergy. Insure sustainability through Train-the-Trainer model and offer technical assistance throughout the implementation process.

New Hampshire Teen Institute, Concord, NH

10/02 – 12/05

Program Director

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

Franklin Pierce College, Concord, NH

1997 - 2005

Adjunct Faculty

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

Hollis/Brookline NH Schools, SAU #41

10/90 - 10/02

Student Assistance Program Coordinator

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

CLINICAL EXPERIENCE:

Monica Derr & Associates, Amherst, NH

9/91-12/93

Marriage/Family Therapist Substance Abuse Counselor

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

Family Therapy Institute, Bedford, NH

9/89 - 9/91

Marriage/Family Therapist Substance Abuse Specialist

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

Resume – Ann Duckless (cont'd)

Brookside Hospital, Nashua, NH

9/88 – 6/89

Chemical Dependency Counselor

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

EDUCATION:

Antioch/New England Graduate School, Keene, NH

1990

Master of Arts in Counseling Psychology with dual concentrations in
Substance Abuse and in Marriage and Family Therapy

University of Vermont, Burlington, VT

1982

Bachelor of Arts in Psychology

SPECIALTY AREAS:

Cultural Effectiveness Trainer

1996

Anti-Defamation League, Boston, MA

Adjunct Faculty for Foster/Adoptive Parents

2002 - Present

Granite State College, Concord, NH

PROFESSIONAL ORGANIZATIONS:

New Hampshire Prevention Certification member

2006

HONORS:

Excellence in Teaching Award, Franklin Pierce College

2004

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.

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.

TAMMY E. MURRAY cont.

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

Susan Samuel

Objective

To use my skills with the public in a way that has personal and professional integrity and ethics with understanding of local, state and federal procedure and policy. To use my understanding of mental illness and substance use disorder as brain diseases that require and respond to treatment as any other medical conditions while understanding the psychological impact it has on the individual and their families, friends, communities and systems. To be current and use safe language when interacting with community and families.

Education

2007-2009

MSCJ-Criminal Justice South University Savannah GA

2001-2006

Springfield College Manchester, NH

BSHS-Human Services (graduated Summa Cum Laude)

MSHS- Community Counseling, *concentration in addiction*

Professional Experience

2008-current NAMI New Hampshire

Concord, NH

CIT Manager

The position I hold is dedicated to coordinating and delivering multiple CIT Programs per year to NH State Police, Fire/EMS and other first responders. Most recently, I have been tasked with coordinating and delivering CIT to local law enforcement. I also have worked collaboratively with local law enforcement in delivering their own CIT programs.

I received my CIT coordinator certification from CIT International in 2018 and have continued to maintain that certification and keep my skills updated according to the fidelity of the model and current community standards.

I am also a nationally trained Mental Health First Aid trainer. I am credentialed in all of the modules-Adult, Youth, Older Adults, Military, Higher Education, Rural, Public Safety and Fire/EMS and although I deliver many of these modules in the communities that we work in, my major task is to deliver this 8-hour training to our state's Fire/EMS. I am certified in delivering each of these programs in-person, virtually and/or the accredited hybrid versions.

Prior to this role in my agency, I worked providing short-term, one-on-one support and education to individuals and families while coming to terms with a loved one's mental illness/substance use through helping them understand mental illness/substance use, assess their own needs and connecting them to information, agencies and community resources. The relationship helped to empower individuals and families to effectively navigate those systems and become supports to others. Many of these families are criminal justice involved. In this role, I often attended court hearings with those family members not as a witness but as a support that is available to help them to understand the process and debrief over the results of the hearing, help them to better understand what the court's expectations are and what role they actually play in meeting those expectations.

I also still maintain my role with the agency as a trainer in NAMI national programs.

2003-2008 Crotched Mountain Foster Grandparent Program Manchester NH

Program Coordinator

Recruiting, training and monitoring senior citizen volunteers and placing in school, daycare, juvenile detention centers, and Head Start Programs to act as mentors and role models for at-risk children. Recognizing and supporting the individual as well as "elders" special needs at home and in the community, often recognizing emerging issues and referring to area agencies. Organizing and providing educational trainings and assisting in planning and implementing fund-raising events. Creating and distributing quarterly newsletter. Updated systems of note keeping, volunteer calendar and file sharing into computerized format for more uniform performance and accessibility. Updating and keeping in compliance local, state and federal records and reports. Providing ongoing technical support and responding to the individuals' personal need in the position of volunteerism.

1998-2003 Southern New Hampshire Services-WIC

Manchester, NH

Clinic Technician/Administrative Office

Providing direct client services. Office scheduler, taking pre-registration applications, determining eligibility and offering referrals. Revising local agency forms and assisting in administrative documentation. Coordinated changes and organization of local agency manual in compliance with local, state and federal mandates. In charge of processing and submitting several agency reports to State and Federal Agency. Worked with many culturally, economically and educationally diverse individuals and families. Have also worked in sister program-CSFP-nutritional food distribution program for the elderly. Have good computer skills, am quite familiar with Word/Excel, Office, PowerPoint and have taken basic ACCESS computer classes. Have taken multiple classes regarding diversity and human rights issues and have taken basic Spanish to better address agency client needs. Also have grant writing experience.

**Community
Activities**

- Volunteer trainer for the Granite State Organizing Project presenting Active Bystander Training to communities. This training teaches citizens how to respond to help someone that is being targeted/victimimized in a non-confrontational way that puts an end to the interaction and moves everyone to relative safety.
- Train the FASTER (Families Advocating Substance Treatment, Education and Recovery, now known as the network of Family Support Groups) group facilitators throughout the state. I also facilitate a Family Support Group on a volunteer basis.
- Have sat on multiple panels/community forums for substance use disorder representing families, support networks or agency that I am currently employed with.
- Nationally Trained First Aid Mental Health Instructor teaching citizens how to most appropriately respond when in contact with someone in a mental health or substance use crisis.
- Trained CERT (community emergency response team) team member, volunteering in community emergency situations to allow professional responders to better focus on their duties.
- Trained Citizens Police Academy
- Trained citizen advocate for New Futures.
- Sit on board of COSH (Coalition of Occupational Safety and Standards) as a community member but also as a means to insert education and understanding of

Mental Health and Substance use in the Community and the workplace.

- **Trained Boomerang Diversion Program Facilitator working in conjunction with local courts and juvenile justice programs for first time juvenile drug offenders.**
- **Court appointed "surrogate parent" trained by PIC to represent students with disabilities that are wards of the state in education and IEP process.**
- **Trained tester for NH Legal Assistance Fair Housing Project.**
- **Com-Peer with Manchester Mental Health, acting as role-model and companion to assigned adult individual.**



NAMI NEW HAMPSHIRE
Financial Statements
With Schedule of Expenditures of Federal Awards
June 30, 2023 and 2022
and
Independent Auditor's Report

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

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

Schedule of Findings and Questioned Costs

NAMI NEW HAMPSHIRE

FINANCIAL STATEMENTS

June 30, 2023 and 2022

TABLE OF CONTENTS

	<u>Page(s)</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statements of Financial Position	1
Statements of Activities	2
Statements of Functional Expenses	3-4
Statements of Cash Flows	5
NOTES TO FINANCIAL STATEMENTS	6-14
FEDERAL COMPLIANCE	
SCHEDULE:	
I Schedule of Expenditures of Federal Awards	15
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	16
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	17-18
Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance	19-21
Schedule of Findings and Questioned Costs	22-23

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, 2023 and 2022, 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, 2023 and 2022, 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 the 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 Responsibilities 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 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 judgment 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 judgment 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 judgment, 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* 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2023, 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 and other matters. The purpose of that report is solely 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 the effectiveness of NAMI New Hampshire's 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.

Vashon Clukay & Company PC

Manchester, New Hampshire
December 28, 2023

NAMI NEW HAMPSHIRE
STATEMENTS OF FINANCIAL POSITION
June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 202,257	\$ 551,943
Investments	1,437,882	881,555
Accounts receivable, net	175,491	268,685
Grants receivable	418,116	572,686
TOTAL CURRENT ASSETS	<u>2,233,746</u>	<u>2,274,869</u>
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
	<u>1,477,312</u>	<u>1,477,312</u>
Less accumulated depreciation	(252,259)	(222,015)
PROPERTY AND EQUIPMENT, NET	<u>1,225,053</u>	<u>1,255,297</u>
OTHER NONCURRENT ASSETS:		
Investments	929,259	821,634
TOTAL OTHER NONCURRENT ASSETS	<u>929,259</u>	<u>821,634</u>
TOTAL ASSETS	<u>\$ 4,388,058</u>	<u>\$ 4,351,800</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 108,662	\$ 213,569
Accrued expenses	384,731	273,190
Refundable grant	33,333	152,083
Current portion of mortgage notes payable	17,022	16,137
TOTAL CURRENT LIABILITIES	<u>543,748</u>	<u>654,979</u>
NONCURRENT LIABILITIES:		
Mortgage notes payable, less current portion	293,883	317,905
TOTAL NONCURRENT LIABILITIES	<u>293,883</u>	<u>317,905</u>
TOTAL LIABILITIES	<u>837,631</u>	<u>972,884</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	2,621,168	2,557,282
Board designated	929,259	821,634
With donor restrictions:		
Purpose restrictions	-	-
TOTAL NET ASSETS	<u>3,550,427</u>	<u>3,378,916</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,388,058</u>	<u>\$ 4,351,800</u>

See notes to financial statements

NAMI NEW HAMPSHIRE
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUE AND SUPPORT:		
Fees and grants from governmental agencies	\$ 2,884,587	\$ 2,516,451
Contributions	828,635	663,216
Interest and dividends	21,441	283
Unrealized gains (losses) on investments	66,148	(94,158)
In-kind donations	29,187	-
Fundraising events	223,030	200,565
Training services	1,604,084	1,439,974
Membership dues	3,557	3,968
Other revenue	94,677	92,654
Net assets released from donor restrictions	<u>-</u>	<u>43,522</u>
TOTAL REVENUE AND SUPPORT		
WITHOUT DONOR RESTRICTIONS	<u>5,755,346</u>	<u>4,866,475</u>
EXPENSES:		
PROGRAM SERVICES:		
Community and Public Policy Relations	278,839	218,090
Connect Suicide Prevention Project	900,271	863,686
Public Education	<u>3,122,205</u>	<u>2,679,246</u>
TOTAL PROGRAM SERVICES	<u>4,301,315</u>	<u>3,761,022</u>
SUPPORTING SERVICES:		
Management and General	876,577	683,297
Fundraising	<u>405,943</u>	<u>343,561</u>
TOTAL SUPPORTING SERVICES	<u>1,282,520</u>	<u>1,026,858</u>
TOTAL EXPENSES	<u>5,583,835</u>	<u>4,787,880</u>
INCREASE IN NET ASSETS		
WITHOUT DONOR RESTRICTIONS	<u>171,511</u>	<u>78,595</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Net assets released from donor restrictions	<u>-</u>	<u>(43,522)</u>
DECREASE IN NET ASSETS		
WITH DONOR RESTRICTIONS	<u>-</u>	<u>(43,522)</u>
CHANGE IN NET ASSETS	171,511	35,073
NET ASSETS - JULY 1	<u>3,378,916</u>	<u>3,343,843</u>
NET ASSETS - JUNE 30	<u>\$ 3,550,427</u>	<u>\$ 3,378,916</u>

See notes to financial statements

NAMI NEW HAMPSHIRE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2023

	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	\$ 218,072	\$ 317,550	\$ 2,149,771	\$ 2,685,393	\$ 648,033	\$ 187,795	\$ 835,828	\$ 3,521,221
Employee benefits	14,795	34,428	273,321	322,544	71,278	22,524	93,802	416,346
Payroll taxes	14,711	24,890	159,852	199,453	68,867	12,700	81,567	281,020
	<u>247,578</u>	<u>376,868</u>	<u>2,582,944</u>	<u>3,207,390</u>	<u>788,178</u>	<u>223,019</u>	<u>1,011,197</u>	<u>4,218,587</u>
OTHER EXPENSES:								
Accounting	815	2,605	10,948	14,368	2,754	4,077	6,831	21,199
Audit fees	875	2,832	10,325	14,032	2,460	1,050	3,510	17,542
Legal and membership fees	150	1,928	1,030	3,108	3,251	1,032	4,283	7,391
Contracted services	5,139	402,612	134,776	542,527	10,838	24,821	35,659	578,186
Client services/training	1,966	49,810	84,530	136,306	1,072	201	1,273	137,579
Software subscriptions	1,835	7,020	20,451	29,306	3,310	39,199	42,509	71,815
Staff conferences and conventions	173	1,050	1,594	2,817	4,017	4,477	8,494	11,311
Occupancy	1,549	4,833	17,658	24,040	5,080	1,859	6,939	30,979
Office supplies	2,292	7,404	40,459	50,155	6,524	11,231	17,755	67,910
Maintenance	4,050	1,268	46,232	51,550	24,651	4,860	29,511	81,061
Fundraising/Event supplies			1,806	1,806		25,120	25,120	26,926
Depreciation	1,510	4,735	17,514	23,759	4,673	1,812	6,485	30,244
Food supplies	3,850	3,413	13,499	20,762	1,546	15,225	16,771	37,533
Equipment rental	730	2,318	9,784	12,832	2,208	988	3,196	16,028
Equipment maintenance			2,925	2,925	3,071		3,071	5,996
Advertising			207	207			-	207
Printing	1,775		381	2,156	234	7,500	7,734	9,890
Telephone and communications	2,113	6,179	41,872	50,164	3,198	2,715	5,913	56,077
Postage and shipping	713	128	2,599	3,440	1,621	3,685	5,306	8,746
Staff transportation	681	22,007	68,756	91,444	3,919	2,631	6,550	97,994
Insurance	1,045	3,261	11,915	16,221	3,428	1,254	4,682	20,903
In-kind goods and services				-		29,187	29,187	29,187
Other expenditures				-	544		544	544
Total	<u>\$ 278,839</u>	<u>\$ 900,271</u>	<u>\$ 3,122,205</u>	<u>\$ 4,301,315</u>	<u>\$ 876,577</u>	<u>\$ 405,943</u>	<u>\$ 1,282,520</u>	<u>\$ 5,583,835</u>

See notes to financial statements

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
	<u>195,199</u>	<u>386,209</u>	<u>2,286,813</u>	<u>2,868,221</u>	<u>500,267</u>	<u>185,521</u>	<u>685,788</u>	<u>3,554,009</u>
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	<u>\$ 218,090</u>	<u>\$ 863,686</u>	<u>\$ 2,679,246</u>	<u>\$ 3,761,022</u>	<u>\$ 683,297</u>	<u>\$ 343,561</u>	<u>\$ 1,026,858</u>	<u>\$ 4,787,880</u>

See notes to financial statements

NAMI NEW HAMPSHIRE
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from grants, contributions, and contracts	\$ 5,756,968	\$ 4,902,621
Interest income received	21,441	283
Cash paid to employees	(3,501,829)	(2,812,084)
Cash paid to suppliers and others	(2,000,088)	(1,703,026)
Interest paid	<u>(12,237)</u>	<u>(16,254)</u>
Net Cash Provided by Operating Activities	<u>264,255</u>	<u>371,540</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(697,804)	(261,803)
Sale of investments	<u>100,000</u>	
Net Cash Used for Investing Activities	<u>(597,804)</u>	<u>(261,803)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on mortgage notes payable	<u>(16,137)</u>	<u>(84,417)</u>
Net Cash Used for Financing Activities	<u>(16,137)</u>	<u>(84,417)</u>
 Net Increase (Decrease) in Cash	 (349,686)	 25,320
 Cash, beginning of year	 <u>551,943</u>	 <u>526,623</u>
Cash, ending of year	<u>\$ 202,257</u>	<u>\$ 551,943</u>
 Supplemental Disclosure of Non-cash Transactions:		
Unrealized gains (losses) on investments	\$ 66,148	\$ (94,158)
Forgiveness of debt	<u>7,000</u>	<u>-</u>
	<u>\$ 73,148</u>	<u>\$ (94,158)</u>

See notes to financial statements

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2023 and 2022

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:

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

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 \$29,187 and -\$0- during the years ending June 30, 2023 and 2022, 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.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

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, certificates of deposits, mutual funds, and exchange traded funds, are carried at their market value at June 30, 2023 and June 30, 2022. Investments reported as non-current represent amounts designated by the Board as held for reserves. 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:

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

Depreciation expense was \$30,244 and \$26,525 for the years ended June 30, 2023 and 2022, 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 \$58,356 and \$47,248 as of June 30, 2023 and 2022, 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, 2023 and 2022.

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.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

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, 2023 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 support 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—ADOPTION OF ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. The Entity may, from time to time, enter into various agreements as lessee for use of equipment. Management has evaluated its lease agreements and determined that the effect of implementing ASC 842 related to such agreements is immaterial to the financial statements.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

NOTE 3—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 of providing 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, 2023 and 2022, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial 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:

	<u>2023</u>	<u>2022</u>
Cash	\$ 202,257	\$ 551,943
Investments	2,367,141	1,703,189
Accounts receivable, net	175,491	268,685
Grants receivable	<u>418,116</u>	<u>572,686</u>
Total Financial Assets	3,163,005	3,096,503
Less:		
Net assets with donor restrictions	-	-
Board designated funds	<u>(929,259)</u>	<u>(821,634)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 2,233,746</u>	<u>\$ 2,274,869</u>

NOTE 4—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. As of June 30, 2023, deposits with financial institutions were fully insured within FDIC insurance limits.

NOTE 5—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

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

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.

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.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

The following tables set forth by level, within the fair value hierarchy, the Entity's assets measured at fair value as of June 30, 2023 and 2022:

Assets at Fair Value as of June 30, 2023				
	Level 1	Level 2	Level 3	Total
Money market mutual funds	\$ 1,140,464			\$ 1,140,464
Mutual funds	431,478			431,478
Exchange traded funds	411,053			411,053
Certificates of deposit		\$ 379,152		379,152
Corporate debt securities		4,994		4,994
Total assets at fair value	<u>\$ 1,982,995</u>	<u>\$ 384,146</u>	<u>\$ -</u>	<u>\$ 2,367,141</u>

Assets at Fair Value as of June 30, 2022				
	Level 1	Level 2	Level 3	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	<u>\$ 1,656,487</u>	<u>\$ 46,702</u>	<u>\$ -</u>	<u>\$ 1,703,189</u>

NOTE 6—MORTGAGE NOTES PAYABLE

At June 30, 2023 and 2022, the mortgage notes payable consist of the following:

	2023	2022
\$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%.	\$ 219,905	\$ 236,042
\$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.	91,000	98,000
	<u>\$ 310,905</u>	<u>\$ 334,042</u>

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, 2023 of \$219,905, 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, 2023, the Entity was in compliance with the debt requirements.

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

Following are the maturities of the mortgage notes payable as of June 30, 2023:

Year Ending June 30,	Amount
2024	\$ 17,022
2025	17,955
2026	18,940
2027	19,978
2028	21,074
Thereafter	124,936
	<u>\$ 219,905</u>

NOTE 7—BOARD DESIGNATED NET ASSETS

Board designated net assets consist of the following at June 30, 2023 and 2022:

	2023	2022
Contingency fund	\$ 779,259	\$ 671,634
Fixed Asset fund	100,000	100,000
Special Opportunity fund	50,000	50,000
	<u>\$ 929,259</u>	<u>\$ 821,634</u>

NOTE 8—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, 2023 and 2022:

	Receivables	Contract Assets	Contract Liabilities
June 30, 2023	\$ 175,491	\$ -	\$ -
June 30, 2022	\$ 268,685	\$ -	\$ -
July 1, 2021	\$ 355,275	\$ -	\$ -

NOTE 9—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, 2023 and 2022, the Entity recognized revenue of \$2,884,587 and \$2,516,452, respectively, from fees and grants from governmental agencies. These represented 50% and 52% of total revenue and support without donor restrictions for the years ended June 30, 2023 and 2022, respectively. Revenue is recognized as earned under the terms of the grant agreements and is received on a cost reimbursement basis. Other support originates from training services, contributions, in-kind donations, and other income.

NOTE 10—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, 2023 and 2022, the Entity's contribution to the plan was equal to up to

NAMI NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

3.0% of each eligible employee's annual salary. The Entity contributed \$65,021 and \$51,064 for the years ended June 30, 2023 and 2022, respectively.

NOTE 11—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 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 28, 2023 which is the date the financial statements were available to be issued.

SCHEDULE I
NAMI New Hampshire
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

<u>Federal Grantor / Pass-Through Grantor / Program or Cluster Title</u>	<u>Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Expenditures</u>
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	\$ 789,750
Pass Through Payments from the City of Manchester, New Hampshire			
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	#1H79SM082210-03	41,534
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	#1H79SM082210-04	140,117
			<u>181,651</u>
			971,401
Received directly from U.S. Treasury Department			
Congressional Directives	93.493	N/A	106,250
Pass Through Payments from the University of New Hampshire			
Block Grants for Community Mental Health Services	93.958	#PZL0190	140,228
Total Department of Health and Human Services			<u>1,217,879</u>
Total Expenditures of Federal Awards			<u>\$ 1,217,879</u>

See notes to schedule of expenditures of federal awards

NAMI NEW HAMPSHIRE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2023

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, 2023. 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.

**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, 2023 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 28, 2023.

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.

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 organization'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 organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vashon Clukay & Company PC

Manchester, New Hampshire
December 28, 2023

**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, 2023. 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, 2023.

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.

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.

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.

Vashon Clukay & Company PC

Manchester, New Hampshire
December 28, 2023

NAMI New Hampshire
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

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)

93.243

Name of Federal Program or Cluster

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? X yes no

Section II—Financial Statement Findings

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

Section III—Federal Award Findings and Questioned Costs

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



Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

April 30, 2024

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 memorandum of understanding with New Hampshire Department of Corrections (VC#177896-B0001), Concord, NH, in the amount of \$80,000 for a series of training sessions for Department of Corrections, court, and law enforcement personnel working with individuals with mental illness who are involved with the justice system, with the option to renew for up to two (2) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2025. 100% Other Funds (Governor Commission).

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS. HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% OTHER FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Opr Svc	92058501	\$80,000
			Total	\$80,000

EXPLANATION

The purpose of this request is for the Department of Health and Human Services to provide to the Department of Corrections (DOC) funding to support training sessions to be provided by the National Alliance on Mental Illness New Hampshire. Personnel from the DOC, court system, and law enforcement organizations will be able to attend these trainings focused on addressing the complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, statewide.

Based on Recommendation 8 in New Hampshire's 10-Year Mental Health Plan, the Governor's Executive Order 2019-02 established an advisory commission on mental illness and corrections. The Commission recommended steps to be taken to reduce incarceration and improve mental health services. Training through this agreement will directly address these

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

recommendations and will increase the DOC, court system, and law enforcement personnel's ability to address the complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, statewide.

Approximately 300 individuals will be served between the effective date and June 30, 2025.

The Department will monitor services through the review of reports which will include:

- A description of the training provided.
- Target audience.
- Total attendance.
- Any outcomes noted during training.

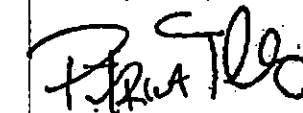
As referenced in Section 5 of the attached Memorandum of Understanding, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the New Hampshire DOC, court system, and law enforcement personnel, statewide, may not receive valuable training to increase their knowledge and improve their ability to address the complex issues experienced by individuals with mental illness in the criminal justice system.

Area served: Statewide.

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

Respectfully submitted,



of Lori A. Weaver
Commissioner

State of New Hampshire
Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Health and Human Services ["DHHS"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections ["DOC"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 12-J Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery, DHHS carries out the administrative functions of the Governor's Commission on Alcohol and Other Drugs ["Commission"];

Whereas, the Commission identified the need for training, in accordance with the New Hampshire's 10-Year Mental Health Plan, to increase the New Hampshire DOC, court system, and law enforcement organizations' ability to address the complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, statewide;

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. DHHS agrees to:



- A. Pay DOC the amount of \$80,000 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: Governor's Commission Funds



- B. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

2. The DOC agrees to:



- A. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective upon Governor and Executive Council approval 07/01/2024 until 6/30/2025. The Parties may extend the MOU for up to two (2) years

upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.
7. The Parties agree that the obligations, agreements, and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

14. *New Hampshire Department of Health and Human Services*

DocuSigned by:

Katja S. Fox

Signature

Director

Title

Katja S. Fox

Print Name

5/15/2024

Date

15. New Hampshire Department of Corrections

DocuSigned by:
Helen Hanks
Signature

5/15/2024

Date

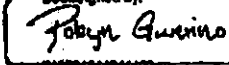
Commissioner

Title

Helen Hanks

Print Name

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: 
[Name of Assistant Attorney General]

On: 5/15/2024
Date

Approved by the Governor and Executive Council

By: _____

On: _____
Date

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit A – State Agency Responsibilities

1. RESPONSIBILITIES OF DHHS

1.1. DHHS agrees to:

- 1.1.1. Provide funding to DOC upon receipt of approved invoices and subject to DOC's compliance with the terms and conditions of this MOU.
- 1.1.2. Make funds available from the Governor's Commission for reimbursement under this MOU, not to exceed \$80,000.

2. RESPONSIBILITIES OF DOC

2.1. DOC agrees to:

- 2.1.1. Host training sessions, provided by National Alliance on Mental Illness New Hampshire (NAMI NH), targeted to DOC corrections employees, court system, and correctional law enforcement personnel. The DOC must ensure the training sessions:

- 2.1.1.1. Are provided, in full, each State Fiscal Year (SFY).
- 2.1.1.2. Addresses complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, including, but not limited to:
 - 2.1.1.2.1. Lack of appropriate mental health treatment.
 - 2.1.1.2.2. Longer jail and prison stays.
 - 2.1.1.2.3. Homelessness and lack of affordable housing upon release.
 - 2.1.1.2.4. Meaningful employment upon release.
 - 2.1.1.2.5. Increased emergency department visits.
 - 2.1.1.2.6. Re-arrest and recidivism.
- 2.1.1.3. Includes, but is not be limited to the following sessions:
 - 2.1.1.3.1. Building Trauma-Responsive Correctional Settings. Training must:
 - 2.1.1.3.1.1. Be provided a minimum of three (3) times per SFY.
 - 2.1.1.3.1.2. Be no less than three (3) hours duration per session.
 - 2.1.1.3.2. Crisis Training for Correctional (CIT) Officers. Training must:
 - 2.1.1.3.2.1. Be provided a minimum of two (2) times per SFY.
 - 2.1.1.3.2.2. Be no less than 40-hours in duration per session.
 - 2.1.1.3.2.3. Include, but not be limited to the following topics:
 - 2.1.1.3.2.3.1. Recognizing signs and symptoms of mental illness.
 - 2.1.1.3.2.3.2. Understanding medications.

2.1.1.3.2.3.3. Understanding special populations (elderly, developmentally disabled, veterans)..

2.1.1.3.2.3.4. Connection with families and consumers.

2.1.1.3.2.3.5. Development of communication skills and active listening.

2.1.1.3.2.3.6. De-escalation techniques.

2.1.1.3.2.3.7. Scenario based training.

2.1.1.3.3. Connect Suicide Prevention Training Program: Training must:

2.1.1.3.3.1. Be provided in-person.

2.1.1.3.3.2. Be provided a minimum of one (1) time per SFY.

2.1.1.3.3.3. Allow for up to 30 participants.

2.1.1.3.3.4. Be no less than four (4) hours in duration.

2.1.1.3.3.5. Include the following topics:

2.1.1.3.3.5.1. Suicide risk factors and warning signs.

2.1.1.3.3.5.2. Role of corrections in making an intervention with a suicidal individual in a variety of situations.

2.1.1.3.3.6. Dispelling myths and misconceptions that can prevent taking action in situations involving suicide risk and death.

2.1.1.3.3.7. Understanding the impact of suicide on loss survivors.

2.1.1.3.3.8. Identifying signs of contagion after a traumatic situation and ways to address this to reduce suicide risk in other vulnerable individuals.

2.1.1.3.3.9. Best practices around safe messaging, media guidelines and memorial activities after a suicide or other traumatic death to reduce risk in others.

2.1.1.3.3.10. Understanding the impact of trauma on corrections officers and recognize risk of suicide and resources to reduce risk and promote healthy and productive management of stress.

2.1.1.3.4. Developing a Suicide Postvention Plan for DOC: Session must:

2.1.1.3.4.1. Be provided a minimum of one (1) time per SFY.

2.1.1.3.4.2. Be provided over the course of one (1) day, in two (2), four (4) hour sessions as follows:

2.1.1.3.4.2.1. The first four (4) hour session must allow for up to 30 participants and include, but not be limited to, the following topics:

2.1.1.3.4.2.1.1. How to coordinate a safe and supportive response to a suicide.

2.1.1.3.4.2.1.2. Selecting a postvention response coordinator and team members and defining their roles.

2.1.1.3.4.2.1.3. Communication among team members.

2.1.1.3.4.2.1.4. Reducing the risk of suicide-related phenomena (clusters, contagion, pacts).

2.1.1.3.4.2.1.5. Best practices on communicating safely about suicide, responding to media, and restricting the availability of lethal means.

2.1.1.3.4.2.2. The second four (4) hour session must be set aside for protocol planning, allow up to 10 participants, and must include, but not be limited to, the following topics:

2.1.1.3.4.2.2.1. Postvention protocols specific to the DOC.

2.1.1.3.4.2.2.2. Surveillance of community "hot spots" to minimize future risk.

2.1.1.3.4.2.2.3. How to help the community heal.

2.1.1.3.4.2.2.4. Managing compassion fatigue.

2.1.1.3.4.2.2.5. Creating a suicide postvention response plan, including immediate and long-term actions.

2.1.1.3.5. Responding to People with Mental Illness: Training must:

2.1.1.3.5.1. Be provided a minimum of one (1) time per SFY.

2.1.1.3.5.2. Be no less than eight (8) hours in duration.

2.1.1.3.5.3. Target part-time corrections personnel.

2.1.1.3.5.4. Include, but not be limited to the following topics:

2.1.1.3.5.4.1. An overview of mental health disorders and related behaviors.

2.1.1.3.5.4.2. An introduction to stigma, discrimination, perceptions, myths, and misconceptions.

2.1.1.3.5.4.3. Special issues, such as mental health problems for specialized populations.

2.1.1.3.5.4.4. Dealing with suicide and violence.

2.1.1.3.5.4.5. Impact of stress on correctional officers and resources for help.

2.1.1.3.6. Family-to-Family Program: Training must:

2.1.1.3.6.1. Be provided a minimum one (1) time per SFY.

2.1.1.3.6.2. Be provided in-person at the Family Connections Center.

2.1.1.3.6.3. Include, but not be limited to the following topics:

2.1.1.3.6.3.1. How to solve problems and communicate effectively.

2.1.1.3.6.3.2. Taking care of yourself and managing your stress.

2.1.1.3.6.3.3. Supporting your loved one with compassion.

2.1.1.3.6.3.4. Finding and using local supports and services.

2.1.1.3.6.3.5. Up-to-date information on mental health conditions and how they affect the brain.

2.1.1.3.6.3.6. How to handle a crisis.

2.1.1.3.6.3.7. Current treatment and therapies.

2.1.1.3.6.3.8. The impact of mental health conditions on the entire family.

2.1.1.3.7. Crisis Intervention: Training must:

2.1.1.3.7.1. Be provided a minimum of two (2) times per SFY.

2.1.1.3.7.2. Be no less than five (5) days in duration, per session.

2.1.1.3.7.3. Be available to up to 25 participants per session.

2.1.1.3.7.4. Prepare participants to:

2.1.1.3.7.4.1. Understand common signs and symptoms of mental illnesses and co-occurring disorders.

2.1.1.3.7.4.2. Recognize when signs and symptoms represent a crisis situation.

2.1.1.3.7.4.3. Safety de-escalate mental health crisis situations.

2.1.1.3.7.4.4. Utilize community resources and divers strategies to provide assistance.

2.1.2. Provide a year-end report, each SFY, to the DHHS, when the training suite is complete. The year-end report must be broken out by training session and must include, but not be limited to:

2.1.2.1. Training description.

2.1.2.2. Target audience(s).

2.1.2.3. Total number of participants.

2.1.2.4. Any related outcomes.

2.1.2.5. Survey results (if applicable).

2.1.3. Adhere to DHHS confidentiality policies, 'Business Use and Confidentiality Agreement' and complete all required security trainings for access to DHHS systems.

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit B – Payment Terms

1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOC shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. Payment shall be made upon completion and approval by the Department of the deliverables as specified in Exhibit B-1, Training Sessions Task Deliverables Budget Worksheet.
3. DHHS may adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.
4. If federal funding no longer becomes available or if this MOU is terminated early, DHHS will not be required to provide funding to sustain services described in Exhibit A – State Agency Responsibilities.
5. The parties agree that the schedule of training sessions can be changed or adjusted, and training topics may be modified, by mutual agreement, in the event of unforeseen circumstances.
6. DOC shall take appropriate steps to accept and expend the funds provided within the project period. DOC agrees to submit monthly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
7. The Contractor shall submit an invoice with supporting documentation to the Department no later than 30 days after completing the deliverables as specified in Exhibit B-1, Training Sessions Task Deliverables Budget Worksheet. The State Agency shall:
 - 7.1. Submit the invoice in a format provided by DHHS or that is otherwise acceptable to DHHS.
 - 7.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 7.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 7.4. Ensure the invoice is completed, dated, and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
8. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or invoices may be mailed to:

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

9. DHHS shall make payment to the State Agency within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
10. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.
11. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the

availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that the source of funds are reduced or become unavailable:

12. The Parties may agree to 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 obtaining approval of the Governor and Executive Council, if needed and justified.

Exhibit B-1

Training Sessions Task Deliverables Budget Worksheet

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD			
Contractor Name: New Hampshire Department of Corrections			
Project Title: Training Sessions provided by NAMI NH			
Budget Period: July 1, 2024 through June 30, 2025 (SFY2025)			
Task Deliverable	# of Trainings	Funded by DHHS	
			Amount
Building Trauma-Responsive Correctional Settings	3	\$	3,150.00
CIT Training for Corrections Officers	3	\$	37,370.00
In-Person Connection Suicide Prevention	1	\$	2,445.00
Connection Virtual Suicide Prevention	1	\$	3,000.00
Connection suicide Prevention	3	\$	8,400.00
Developing a Suicide Postvention Plan for the DOC	1	\$	3,000.00
Responding to People with Family-to-Family	2	\$	4,890.00
at the Family Connection Center	1	\$	3,200.00
Crisis Intervention	2	\$	14,545.00
Total		\$	80,000.00