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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shabinette  
Commissioner

Lisa M. Morris  
Director

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June 12, 2020

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 of Public Health Services, to enter into a contract with The Granite Young Men's Christian Association (VC# 154139), Manchester, New Hampshire, in the amount of \$350,000 to pilot a Heart Disease and Diabetes Community-Clinical Linkage program, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-090-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Program Services	90017003	\$25,000
2020	102-500731	Contracts for Program Services	90017002	\$25,000
2021	102-500731	Contracts for Program Services	90017003	\$50,000
2021	102-500731	Contracts for Program Services	90017002	\$50,000
2022	102-500731	Contracts for Program Services	90017003	\$50,000
2022	102-500731	Contracts for Program Services	90017002	\$50,000
2023	102-500731	Contracts for Program Services	90017003	\$50,000
2023	102-500731	Contracts for Program Services	90017002	\$50,000
			<b>Total</b>	<b>\$350,000</b>

## **EXPLANATION**

The purpose of this request is to implement a Community-Clinical Linkages program to support connections between community and medical services to improve health outcomes for individuals with high blood pressure, high cholesterol, pre-diabetes or diabetes by increasing referrals to, and participation in, evidence-based programs.

In 2018, for the first time in over a decade, heart disease became the leading cause of death in New Hampshire, and diabetes is the seventh leading cause of death. Additionally, from 2017 to 2018, New Hampshire saw an increase in the prevalence of diabetes among adults. This partnership with the Granite Young Men's Christian Association will support the Department's efforts in reducing the number of adults who develop diabetes and heart disease, and increase the number of adults who appropriately manage their diabetes, blood pressure and cholesterol levels. The Contractor will collaborate with public health, health care and community (non-health care) sectors to achieve better prevention for those at a high risk for chronic diseases and treatment outcomes for individuals living with chronic diseases.

The Contractor will develop and expand referral systems for participation in the National Diabetes Prevention Programs (NDPP), Diabetes Self-Management Education and Support (DSMES), Self-Monitoring Blood Pressure (SMBP) programs, as well as community programs and resources that provide an array of services to assist individuals with preventing or managing chronic disease.

Approximately 848,000 adults in New Hampshire (330,000 with high blood pressure, 407,000 with prediabetes, and 110,000 with diabetes) are eligible to be served under this contract, from the contract effective date through June 30, 2023.

The Contractor will be responsible for creating referral systems with Federally Qualified Health Centers (FQHCs), primary care clinics, hospitals and other community organizations, including but not limited to community action plans in New Hampshire. Additionally, the Contractor will be responsible for increasing referrals and enrollment into the National Diabetes Prevention Programs, Self-Monitoring Blood Pressure programs and Diabetes Self-Management Education and Support programs. Initially, the Contractor will focus on Hillsborough County, offering in-person and virtual programming for the National Diabetes Prevention Programs and Self-Monitoring Blood Pressure programs that can reach adults statewide. In future contract years, the Contractor will expand to Rockingham and Strafford Counties.

The Department will monitor contracted services utilizing baseline and target performance indicators, comparing to actual numbers, including:

- Number of new accredited/recognized Diabetes Self-Management Education and Supports programs or locations;
- Number of Diabetes Self-Management Education and Supports encounters;
- Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes referred to National Diabetes Prevention Programs;
- Number of National Diabetes Prevention Programs enrollees/completers, and
- Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/2/2020 through 4/9/2020. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Score Sheet is attached.

As referenced in Exhibit A Revisions to Standard Contract Revisions of the attached contract, 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, individuals in New Hampshire will not receive referrals from their primary care providers for evidence-based chronic disease prevention and management services within their communities. In the absence of these referrals, disease morbidity and mortality may continue to increase, as will costs of healthcare to treat individuals with heart disease and diabetes.

Area served: Statewide

Source of Funds: CFDA #93.426, FAIN NU58DP006515

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

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner



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

Heart Disease and Diabetes Community-  
Clinical Linkage Pilot

RFP-2020-DPHS-09-HEART

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Granite Young Men's Christian Association

2.

3.

Pass/Fail	Maximum Points	Actual Points
	700	627.5

1. Marisa Lara, Administrator I

2. Emily Bird, Program Planner III

3. Lisa Corman, Program specialist IV

4. Ellen Chase-Lucard, Administrator II

5. Amy Bergquist, Finance Administrator

Subject: Heart Disease and Diabetes Community-Clinical Linkage Pilot (RFP-2020-DPHS-09-HEART-01)

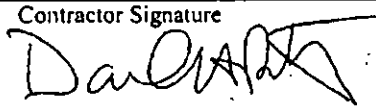
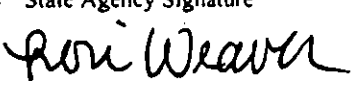
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> The Granite Young Men's Christian Association		<b>1.4 Contractor Address</b> 117 Market Street Manchester NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 782-2801	<b>1.6 Account Number</b> 05-95-90-902010-12270000	<b>1.7 Completion Date</b> June 30, 2023	<b>1.8 Price Limitation</b> \$350,000
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b>  Date: 6-11-20		<b>1.12 Name and Title of Contractor Signatory</b> David Ports, President/CEO	
<b>1.13 State Agency Signature</b>  Date: 6-12-20		<b>1.14 Name and Title of State Agency Signatory</b> Lori Weaver, Deputy Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <u>Catherine Pinos</u> On: <u>06/12/20</u>			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> 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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials DP  
Date 6-11-20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.





**EXHIBIT A**

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services  
Heart Disease and Diabetes Community-Clinical Linkage Pilot  
**EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide services in this agreement to individuals living with chronic diseases.
- 1.2. The Contractor shall ensure services are available to counties Statewide.
- 1.3. For the purposes of this agreement, all references to days shall be calendar days.
- 1.4. The Contractor shall collaborate with public health departments, health care providers and community non-health care providers to ensure individuals living with chronic diseases have access to a variety of prevention and treatment options within their communities.
- 1.5. The Contractor shall develop and expand upon existing Community-Clinical Linkages for referral to, and participation in, the National Diabetes Prevention Programs (NDPP), Diabetes Self-Management Education and Supports (DSMES), as well as community programs and resources that provide an array of services to individuals to assist with managing High Blood Pressure and High Cholesterol, including but not limited to, the Blood Pressure Self-Monitoring program (BPSM).
- 1.6. The Contractor shall collaborate with community and clinical resources to develop a draft Community-Clinical Linkage Action Plan that specifies activities and resources available to address gaps in services and needs of individuals within each county. The Contractor shall:
  - 1.6.1. Specify objectives of the Community-Clinical Linkage Action Plan;
  - 1.6.2. Identify a lead agency responsible for each activity identified in the plan; and
  - 1.6.3. Collaborate with the Department to determine evaluation metrics of the Community-Clinical Action Plan.
- 1.7. The Contractor shall submit the draft Community-Clinical Linkage Action Plan to the Department for final review and approval within thirty (30) days of the Contract effective date.
- 1.8. The Contractor shall implement the approved Community-Clinical Linkage Action Plan, upon Department approval, in each county, statewide, beginning in Hillsboro County, in order to improve health outcomes for individuals with high blood pressure, high cholesterol, prediabetes and diabetes. The Contractor shall:
  - 1.8.1. Utilize strategies to implement the Community-Clinical Linkages Pilot Program, which include, but are not limited to:

New Hampshire Department of Health and Human Services  
Heart Disease and Diabetes Community-Clinical Linkage Pilot  
**EXHIBIT B**



- 1.8.1.1. Learning about the organizations and resources within the communities and clinical sectors to implement evidence-based approaches and interventions through community-clinical linkage responsive to the target population's needs, including:
  - 1.8.1.1.1. Qualitative methods including but not limited to focus groups; and
  - 1.8.1.1.2. Quantitative methods including but not limited to Geographic Information Systems data.
- 1.8.1.2. Identifying and engaging key stakeholders from community and clinical sectors, which may include, but are not limited to:
  - 1.8.1.2.1. Local pharmacies in non-health care settings.
  - 1.8.1.2.2. Employers.
  - 1.8.1.2.3. Prisons and jails.
  - 1.8.1.2.4. Faith-based organizations.
  - 1.8.1.2.5. Community centers.
  - 1.8.1.2.6. Volunteer organizations.
  - 1.8.1.2.7. Nonprofit organizations.
  - 1.8.1.2.8. Hospitals.
  - 1.8.1.2.9. Federally Qualified Health Centers.
  - 1.8.1.2.10. Rural clinics.
- 1.8.1.3. Soliciting the opinions, interests, concerns, and priorities of diverse key stakeholders from both community and clinical sectors in order to:
  - 1.8.1.3.1. Ensure linkages are relevant and meaningful to stakeholders; and
  - 1.8.1.3.2. Develop consensus and support for the linkages.
- 1.8.1.4. Evaluating both process and outcomes in order to understand what creates an effective linkage.
- 1.8.2. Complete all necessary strategies to ensure successful linkages between community and clinical services to individuals with chronic health conditions.

**New Hampshire Department of Health and Human Services  
Heart Disease and Diabetes Community-Clinical Linkage Pilot  
EXHIBIT B**



- 1.8.3. Repeat all necessary strategies, as approved by the Department, in each county until all counties have successful community-clinical linkages.
- 1.9. The Contractor shall work with the Department to build the framework of an ongoing Community-Clinical Action Plan to strengthen community-clinical linkages.
- 1.10. The Contractor shall improve access to and participation in American Diabetes Association (ADA)-recognized / American Association for Diabetes Educators (AADE)-accredited DSMES programs in underserved areas.
- 1.11. The Contractor shall assist health care organizations to implement a system that identifies and refers individuals who have prediabetes to the Centers for Disease Control and Prevention (CDC)-recognized lifestyle change programs, which may include, but is not limited to, the National Diabetes Prevention Program (NDPP).
- 1.12. The Contractor shall implement systems that facilitate systematic referrals of adults with high blood pressure, high cholesterol, pre-diabetes, or diabetes issues to community programs and resources in order to improve health outcomes.
- 1.13. The Contractor shall serve as a partner to Health Care Providers to extend the goals of the clinical sector into community settings. The Contractor shall:
- 1.13.1. Focus on long-term relationship-based support for individuals to make small, sustainable lifestyle changes that have dramatic effects on health outcomes;
  - 1.13.2. Reduce the preventative health care gap by working in close partnership with the Department, local public health departments and multi-sector national and local partners to meet the individual needs of communities.
  - 1.13.3. Engage community partnerships to:
    - 1.13.3.1. Identify individuals at risk;
    - 1.13.3.2. Meet the specific needs of the individuals served; and
    - 1.13.3.3. Reduce potential barriers to program enrollment.
- 1.14. The Contractor shall implement an integrated community approach involving partnerships and collaboration with and among clinicians, public health departments, schools and employers. The Contractor shall:
- 1.14.1. Collaborate with community health care providers and organizations to integrate community-based strategies that assist individuals to utilize the resources to manage, delay or prevent the development of chronic conditions and to assist with improving healthy behaviors.

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- 1.14.2. Create and strengthen clinic-to-community linkages that enable health care providers to refer patients to evidence-based chronic disease prevention and management programs within the community.
- 1.14.3. Provide a simplified process to physicians for referring patients to preventive services and community-based organizations that provide evidence-based programming.
- 1.14.4. Provide diabetes prevention services that are available to members and non-members who are referred to the program through the network of community partners and referral sources
- 1.15. The Contractor shall develop a matrix identifying each stakeholder group and the existing connections.
- 1.16. The Contractor shall schedule meetings with potential stakeholders to provide education on the DPP as well as their potential role within the program.
- 1.17. The Contractor shall utilize best practices to conduct outreach to the health care providers, who may include, but not limited to:
  - 1.17.1. Physicians, Nurses.
  - 1.17.2. Physician Assistants.
  - 1.17.3. Nurse Practitioners.
  - 1.17.4. Diabetes Educators.
  - 1.17.5. Dentists.
  - 1.17.6. Health Educators.
  - 1.17.7. Dieticians.
  - 1.17.8. Pharmacists.
  - 1.17.9. Behavioral Specialists.
  - 1.17.10. Chiropractors.
  - 1.17.11. Patient Navigators.
  - 1.17.12. Acupuncturists.
- 1.18. The Contractor shall provide direct referrals to participating community partners for individuals who meet life style change programs' qualification criteria resulting from the screening tool or blood test. The Contractor shall:
  - 1.18.1. Provide health care providers with posters, flyers and brochures to display in provider offices;
  - 1.18.2. Attend health fairs that include glucose screenings for individuals at high risk of developing diabetes;

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- 1.18.3. Provide free glucose screenings to individuals at high-risk of heart disease or diabetes; and promote the DPP to members.
- 1.19. The Contractor shall ensure take-aways from regularly scheduled meetings with health care providers include, but are not limited to:
  - 1.19.1. The difference between diabetes prevention programs and diabetes management programs;
  - 1.19.2. The DPP diagnostic screening criteria for referring pre-diabetes patients into the program;
  - 1.19.3. The simplified referral process to minimize the requirements of health care providers;
  - 1.19.4. The option to utilize a referral coordinator;
  - 1.19.5. Financial assistance availability through the Granite Y for eligible DPP participants based on income; and
  - 1.19.6. The recommendation that providers formalize the partnership through an agreement, subcontract or Memorandum of Understanding (MOU).
- 1.20. The Contractor shall ensure health care provider referral practices include:
  - 1.20.1. Paper referral forms shared with referring patients;
  - 1.20.2. Instructions for patients; and
  - 1.20.3. A completed patient consent form that allows the provider to share patient contact information directly with the Granite Y, in accordance with Exhibit K of this agreement.
- 1.21. The Contractor shall work with providers to determine if a retrospective data query electronic medical record databases in order to:
  - 1.21.1. Identify patients who meet program qualification criteria, and
  - 1.21.2. Mail or email outreach materials to individuals to inform them of the Granite Y's DPP.
- 1.22. The Contractor shall request health care providers include the Granite Y as a referral option in the provider's electronic health record system.
- 1.23. The Contractor shall request providers who do not have an electronic health record system or cannot use the system for the purposes above, use pre-printed referral forms that require only a provider signature or stamp.
- 1.24. The Contractor shall ensure its referral system is HIPAA compliant, in accordance with Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement.

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- 1.25. The Contractor shall determine the provider's preferred secure method of communication to transfer documentation, which may include, but is not limited to:
  - 1.25.1. Progress updates.
  - 1.25.2. Feedback on patients.
  - 1.25.3. Data requested by a provider.
- 1.26. The Contractor shall determine what the provider intends to do with the documentation, which may include, but is not limited to:
  - 1.26.1. Scan information into patients' records.
  - 1.26.2. Enter into electronic health records.
- 1.27. The Contractor shall inform providers that the participant enrollment process is ongoing with programs starting often and patients can contact the Granite Y for the current schedule.
- 1.28. The Contractor shall determine what secure and HIPAA compliant data providers can share in accordance with Exhibit K of this agreement.
- 1.29. The Contractor shall determine:
  - 1.29.1. Program fees;
  - 1.29.2. Availability of financial assistance;
  - 1.29.3. How patients qualify and enroll; and
  - 1.29.4. The types of ongoing communication with health care providers.
- 1.30. The Contractor shall maintain frequent and consistent communication with community providers to build community partner relationships.
- 1.31. The Contractor shall provide follow-up with community providers, that includes:
  - 1.31.1. Thank You notes, via mail or email;
  - 1.31.2. Granite Y's DPP participant health care provider progress updates including aggregate data only, via email; and
  - 1.31.3. Program updates, via email.
- 1.32. The Contractor shall provide current marketing materials to community providers.
- 1.33. The Contractor shall send email notices to community providers when the schedule of classes is updated.
- 1.34. The Contractor shall notify providers of the status of referrals, whether a patient is enrolled into the program and shall include the class start date and location information.

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- 1.35. The Contractor shall invite health care providers who have referred patients to the program to participate on the Community Advisory Board.
- 1.36. The Contractor shall conduct outreach with community partners and participants to create awareness of the program and to promote the opportunities to participate in the program. The Contractor shall ensure outreach strategies include, but are not limited to:
  - 1.36.1. Articles in local newspapers.
  - 1.36.2. Marketing on the Granite Y's website.
  - 1.36.3. Letters to patients from health care providers.
  - 1.36.4. Presentations at community health care providers.
- 1.37. The Contractor shall develop and submit an Evaluation Plan to the Department no later than September 1, 2020.
- 1.38. The Contractor shall develop and submit a Business Plan to the Department within sixty (60) days of the Contract effective date, that includes:
  - 1.38.1. The targeted community partners and stakeholders;
  - 1.38.2. The methods of communication and outreach, including the type and frequency of communication;
  - 1.38.3. The key activities to deliver the program; and
  - 1.38.4. A list of partner organizations and individuals which may include, but is not limited to:
    - 1.38.4.1. Technology platforms.
    - 1.38.4.2. Third party billing agencies.
    - 1.38.4.3. Licensed health care providers.
    - 1.38.4.4. Members of the Community Advisory Board.
- 1.39. The Contractor shall ensure program staffing includes, but is not limited to:
  - 1.39.1. A Program Director providing services under this contract for no less than twenty (20) hours per week.
  - 1.39.2. An Administrative Assistant who shall be hired no later than October 1, 2020, to support DPP Health Coaches for no less than fifteen (15) hours per week.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in



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accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit quarterly reports to the Department no later than thirty (30) days after the end of each quarter that ensure recruitment, referral and enrollment into the chronic disease programs, which include, but are not limited to:
  - 3.1.1. A brief narrative of the work and activities performed during the prior quarter.
  - 3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:
    - 3.1.2.1. Challenges and/or barriers to completing requirements.
    - 3.1.2.2. Documented achievements.
    - 3.1.2.3. Progress towards meeting the performance measures.
- 3.2. The Contractor shall submit Quarterly Outcome Reports of aggregate data only for each Performance Measure in Section 4 below to the Department within thirty (30) days of each quarter end date.

**4. Performance Measures**

- 4.1. The Department will utilize the following tools to measure performance, which shall be achieved annually and monitored on a monthly basis:
  - 4.1.1. Monthly in-person, electronic and/or conference call meetings with the Department to review contract performance related to, but not limited to:
    - 4.1.1.1. Activities.
    - 4.1.1.2. Challenges.
    - 4.1.1.3. Progress.
    - 4.1.1.4. Budget.
  - 4.1.2. Baseline and target numbers are submitted to the Department within ninety (90) days of the contract effective date in order for the Department to compare baseline and target performance indicators to actuals. Target performance indicators include:

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- 4.1.2.1. Number of new accredited/recognized DSMES programs or locations;
  - 4.1.2.2. Number of DSMES encounters;
  - 4.1.2.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to NDDPs;
  - 4.1.2.4. Number of NDPP enrollees/completers and
  - 4.1.2.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program.
  - 4.1.2.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, NDPP and evidence-based programs for the management of high blood pressure and/or high cholesterol.
  - 4.1.2.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
  - 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
  - 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

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

**5.2. Culturally and Linguistically Appropriate Services (CLAS)**

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure

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meaningful access to their programs and/or services within ten (10) days of the contract effective date.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

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

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conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2020, by the Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in NH, CFDA #93.426, FAIN NU58DP006515.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Indirect Cost Rate of 0% applies in accordance with 2 CFR §200.414.
  - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1 Budget through Exhibit C-8 Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

**Exhibit C-1 Budget**

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

**Bidder Name:** The Granite YMCA  
**Budget Request for:** Heart Disease and Diabetes Community-Clinical Linkage Pilot - Diabetes Prevention Program  
**Budget Period:** Effective Date through June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 9,514.00	\$ -	\$ 9,514.00	\$ -	\$ -	\$ -	\$ 9,514.00	\$ -	\$ 9,514.00
2. Employee Benefits	\$ 2,569.33	\$ -	\$ 2,569.33	\$ -	\$ -	\$ -	\$ 2,569.33	\$ -	\$ 2,569.33
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,004.17	\$ -	\$ 1,004.17	\$ 444.00	\$ -	\$ 444.00	\$ 560.17	\$ -	\$ 560.17
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -
Postage	\$ 12.50	\$ -	\$ 12.50	\$ 12.50	\$ -	\$ 12.50	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 5,643.50	\$ -	\$ 5,643.50	\$ 11,856.50	\$ -	\$ 11,856.50
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 32,500.00	\$ -	\$ 32,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 25,000.00	\$ -	\$ 25,000.00

Indirect As A Percent of Direct 0.0%



### Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Bidder Name: The Granite YMCA  
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Diabetes Prevention Program  
 Budget Period: July 1, 2020 through June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 29,787.50	\$ -	\$ 29,787.50	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 27,837.50	\$ -	\$ 27,837.50
2. Employee Benefits	\$ 5,388.50	\$ -	\$ 5,388.50	\$ 292.50	\$ -	\$ 292.50	\$ 5,096.00	\$ -	\$ 5,096.00
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program supports	\$ 31,564.75	\$ -	\$ 31,564.75	\$ 14,498.25	\$ -	\$ 14,498.25	\$ 17,066.50	\$ -	\$ 17,066.50
<b>TOTAL</b>	\$ 71,065.75	\$ -	\$ 71,065.75	\$ 21,065.75	\$ -	\$ 21,065.75	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct

0.0%

**Exhibit C-3 Budget**

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

Bidder Name: The Granite YMCA  
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Diabetes Prevention Program  
 Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHHS contract share			
	Direct	Indirect	Total	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total	
1. Total Salary/Wages	\$ 28,431.75	\$ -	\$ 28,431.75	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 26,481.75	\$ -	\$ 26,481.75	\$ 28,431.75	
2. Employee Benefits	\$ 6,571.75	\$ -	\$ 6,571.75	\$ -	\$ 292.50	\$ -	\$ 292.50	\$ 6,279.25	\$ -	\$ 6,279.25	\$ 6,279.25	
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
program support	\$ 37,404.50	\$ -	\$ 37,404.50	\$ -	\$ 20,365.50	\$ -	\$ 20,365.50	\$ 17,039.00	\$ -	\$ 17,039.00	\$ 17,039.00	
TOTAL	\$ 78,883.00	\$ -	\$ 78,883.00	\$ -	\$ 28,883.00	\$ -	\$ 28,883.00	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	

Indirect As A Percent of Direct

0.0%

**Exhibit C-4 Budget**

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

Bidder Name: The Granite YMCA

Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Diabetes Prevention Program

Budget Period: July 1, 2022 through June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 31,800.00	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -	\$ 31,800.00	\$ -	\$ 31,800.00
2. Employee Benefits	\$ 6,760.80	\$ -	\$ 6,760.80	\$ -	\$ -	\$ -	\$ 6,760.80	\$ -	\$ 6,760.80
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program support	\$ 31,474.60	\$ -	\$ 31,474.60	\$ 20,035.40	\$ -	\$ 20,035.40	\$ 11,439.20	\$ -	\$ 11,439.20
<b>TOTAL</b>	\$ 74,560.40	\$ -	\$ 74,560.40	\$ 24,560.40	\$ -	\$ 24,560.40	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct 0.0%

Exhibit C-5 Budget

New Hampshire Department of Health and Human Services

Bidder Name: The Granite YMCA  
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program  
 Budget Period: Effective Date through June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 9,515.00	\$ -	\$ 9,515.00	\$ -	\$ -	\$ -	\$ 9,515.00	\$ -	\$ 9,515.00
2. Employee Benefits	\$ 2,568.50	\$ -	\$ 2,568.50	\$ -	\$ -	\$ -	\$ 2,568.50	\$ -	\$ 2,568.50
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,004.00	\$ -	\$ 1,004.00	\$ 444.00	\$ -	\$ 444.00	\$ 560.00	\$ -	\$ 560.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -
Postage	\$ 12.50	\$ -	\$ 12.50	\$ 12.50	\$ -	\$ 12.50	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 5,843.50	\$ -	\$ 5,843.50	\$ 11,656.50	\$ -	\$ 11,656.50
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 32,500.00	\$ -	\$ 32,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 25,000.00	\$ -	\$ 25,000.00

Indirect As A Percent of Direct

0.0%

**Exhibit C-6 Budget**

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

**Bidder Name:** The Granite YMCA  
**Budget Request for:** Heart Disease and Diabetes Community-Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program  
**Budget Period:** July 1, 2020 through June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,385.50	\$ -	\$ 30,385.50	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 28,435.50	\$ -	\$ 28,435.50
2. Employee Benefits	\$ 7,389.75	\$ -	\$ 7,389.75	\$ 292.50	\$ -	\$ 292.50	\$ 7,097.25	\$ -	\$ 7,097.25
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 75.00	\$ -	\$ 75.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify include mandatory program support)	\$ 23,565.25	\$ -	\$ 23,565.25	\$ 14,498.00	\$ -	\$ 14,498.00	\$ 9,067.25	\$ -	\$ 9,067.25
<b>TOTAL</b>	\$ 71,065.50	\$ -	\$ 71,065.50	\$ 21,065.50	\$ -	\$ 21,065.50	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct 0.0%

Exhibit C-7 Budget

New Hampshire Department of Health and Human Services

Bidder Name: The Granite YMCA  
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program  
 Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 33,431.50	\$ -	\$ 33,431.50	\$ 1,050.00	\$ -	\$ 1,050.00	\$ 31,481.50	\$ -	\$ 31,481.50
2. Employee Benefits	\$ 6,572.00	\$ -	\$ 6,572.00	\$ 202.50	\$ -	\$ 202.50	\$ 6,279.50	\$ -	\$ 6,279.50
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify details in Summary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program support	\$ 20,584.70	\$ -	\$ 20,584.70	\$ 13,555.70	\$ -	\$ 13,555.70	\$ 7,029.00	\$ -	\$ 7,029.00
TOTAL	\$ 76,123.20	\$ -	\$ 76,123.20	\$ 28,123.20	\$ -	\$ 28,123.20	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct 0.0%

**Exhibit C-8 Budget**

New Hampshire Department of Health and Human Services

Bidder Name: **The Granite YMCA**  
 Budget Request for: **Heart Disease and Diabetes Community Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program**  
 Budget Period: **July 1, 2022 through June 30, 2023**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 31,800.00	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -	\$ 31,800.00	\$ -	\$ 31,800.00
2. Employee Benefits	\$ 6,760.80	\$ -	\$ 6,760.80	\$ -	\$ -	\$ -	\$ 6,760.80	\$ -	\$ 6,760.80
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 18.80	\$ -	\$ 18.80	\$ 14.20	\$ -	\$ 14.20
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (unusual, unusual, non-Legal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Support	\$ 28,774.80	\$ -	\$ 28,774.80	\$ 18,249.80	\$ -	\$ 18,249.80	\$ 10,525.00	\$ -	\$ 10,525.00
TOTAL	\$ 74,560.48	\$ -	\$ 74,560.48	\$ 24,560.48	\$ -	\$ 24,560.48	\$ 50,000.00	\$ -	\$ 50,000.00

Indirect As A Percent of Direct 0.0%



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

June 11, 2020

Date

Vendor Name:

The Granite YMCA

Name: David Ports  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

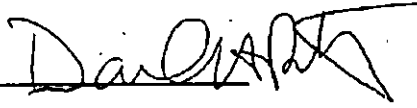
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

June 11, 2020  
Date

The Granite YMCA

Name:   
Title: David Ports  
President/CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Vendor Name:

The Granite YMCA

June 11, 2020

Date

Name: David Ports  
Title: President/CEO

DP



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

DP

Vendor Initials \_\_\_\_\_

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

8-11-20

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name:

June 11, 2020  
Date

The Granite YMCA

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

Name:  
Title: David Ports  
President/CEO

Exhibit G

Vendor Initials DP

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Vendor Name:

The Granite YMCA

A handwritten signature in black ink, appearing to read "David Ports", written over a horizontal line.

June 11, 2020

Date

Name: David Ports  
Title: President/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials DP

Date 6-11-20





Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014



Exhibit I

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

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

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

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

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

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

Department of Health and Human Services

The Granite YMCA

The State

Name of the Contractor

Lori Weaver

David Ports

Signature of Authorized Representative

Signature of Authorized Representative

Lori Weaver

David Ports

Name of Authorized Representative

Name of Authorized Representative

Deputy Commissioner

President/CEO

Title of Authorized Representative

Title of Authorized Representative

6/12/2020

June 11, 2020

Date

Date

# State of New Hampshire

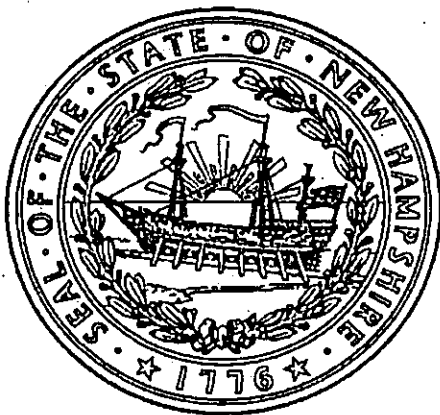
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE YOUNG MEN'S CHRISTIAN ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 09, 1896. 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: 61724

Certificate Number: 0004924871



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of June A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, **Stephen Lubelczyk, The Granite YMCA Board Chair**, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **The Granite YMCA**  
(Corporation/LLC Name)

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 **June 10, 2020** at which a quorum of the Directors/shareholders were present and voting.  
(Date)


**VOTED:** That **David Ports, CEO or Janis Clark, VP of Finance** (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of **The Granite YMCA** to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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: **June 10, 2020**

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Stephen Lubelczyk  
Title: Chair of the Board of Trustees

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> The Granite Young Men's Christian Association 117 Market Street Manchester, NH 03101	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : Granite State Healthcare & Human Svc WC		NONAIC
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2137626	06/01/2020	06/01/2021	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2137628	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB723886	06/01/2020	06/01/2021	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20200000205 3A States: NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Certificate Holder shall be an Additional Insured in accordance with all the terms, conditions, and limitations of the policy and then only with respect to liability caused by the negligent acts or omissions of the Named Insured.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept. of Health & Human Svcs 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>See Not</i>
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**The Granite YMCA  
Mission Statement**

**Approved by the Board of Trustees at the  
November 25, 2014 Board Meeting**

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The Granite YMCA creates a community where all are welcome and builds a healthy spirit, mind and body based on the values of caring, honesty, respect and responsibility.

**THE GRANITE YMCA**  
**FINANCIAL STATEMENTS**  
**MAY 31, 2019**

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**HESSION & PARE, INC.**

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101

603-669-5477 FAX 603-669-0197

## INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees  
The Granite YMCA

We have audited the accompanying financial statements of The Granite YMCA (a nonprofit organization), which comprise the statements of financial position as of May 31, 2019 and 2018, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

Board of Trustees  
The Granite YMCA

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Granite YMCA as of May 31, 2019 and 2018, 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.

**Emphasis of Matter**

As discussed in Note 2 to the financial statements as of and for the years ended May 31, 2019 and 2018, The Granite YMCA adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Manchester, New Hampshire  
October 1, 2019

Hessman & Pore PC

## THE GRANITE YMCA

## STATEMENTS OF FINANCIAL POSITION

As of May 31, 2019 and 2018

ASSETS		
	<u>2019</u>	<u>2018</u>
Current assets		
Cash and cash equivalents	\$ 2,366,324	\$ 2,240,719
Restricted cash	45,019	36,595
Accounts receivable	195,743	115,937
Grants and contracts	-	295,188
Pledges receivable, net	87,430	115,142
Prepaid expenses and other assets	<u>290,449</u>	<u>278,266</u>
Total current assets	2,984,965	3,081,847
Investments, at fair value	11,233,250	10,529,496
Long-term pledges receivable, less current portion	386	17,488
Property, plant and equipment, net	12,954,953	12,734,151
Beneficial interest in trusts	<u>1,502,185</u>	<u>1,492,244</u>
Total assets	<u>\$ 28,675,739</u>	<u>\$ 27,855,226</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 454,498	\$ 386,014
Accrued expenses	304,766	279,666
Deferred revenue	3,056,410	2,688,257
Current portion of long-term debt	<u>318,689</u>	<u>307,893</u>
Total current liabilities	4,134,363	3,661,830
Long-term debt, net of current portion and unamortized		
deferred financing costs	2,872,526	3,105,091
Long-term interest rate swap	<u>224,626</u>	<u>203,988</u>
Total liabilities	<u>7,231,515</u>	<u>6,970,909</u>
Net assets		
Without donor restrictions		
Undesignated	8,538,267	8,191,464
Board-designated	<u>5,165,052</u>	<u>4,658,359</u>
Total without donor restrictions	13,703,319	12,849,823
With donor restrictions		
Restricted by purpose or time	2,012,648	2,545,582
Restricted in perpetuity	<u>5,728,257</u>	<u>5,488,912</u>
Total with donor restrictions	7,740,905	8,034,494
Total net assets	<u>21,444,224</u>	<u>20,884,317</u>
Total liabilities and net assets	<u>\$ 28,675,739</u>	<u>\$ 27,855,226</u>

See notes to financial statements.

## THE GRANITE YMCA

## STATEMENT OF ACTIVITIES

For the Year Ended May 31, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Operating activities</b>			
<b>Public support</b>			
Annual campaign income	\$ -	\$ 553,505	\$ 553,505
Government subsidies	-	255,266	255,266
Grant income	-	268,960	268,960
In-kind contributions	46,068	-	46,068
United Way allocation	-	188,400	188,400
Net assets released from restrictions - operating activities	1,652,703	(1,652,703)	-
Total public support	1,698,771	(386,572)	1,312,199
<b>Revenue</b>			
Program and camp fees	12,337,672	-	12,337,672
Membership dues	5,076,015	-	5,076,015
Less financial assistance	(1,841,559)	-	(1,841,559)
Net program, camp fees & membership dues	15,572,128	-	15,572,128
Merchandise sales	161,452	-	161,452
Rental income	196,434	-	196,434
Investment income, endowment appropriation	2,598	226,393	228,991
Total revenue	15,932,612	226,393	16,159,005
Total public support and revenue	17,631,383	(160,179)	17,471,204
<b>Expenses</b>			
<b>Program services</b>			
Youth development	11,779,971	-	11,779,971
Healthy living	3,466,381	-	3,466,381
Social responsibility	819,914	-	819,914
Total program services	16,066,266	-	16,066,266
<b>Supporting services</b>			
Fundraising	372,263	-	372,263
Management	926,987	-	926,987
Total supporting services	1,299,250	-	1,299,250
Total expenses	17,365,516	-	17,365,516
Increase (decrease) in net assets from operations	265,867	(160,179)	105,688
<b>Non-operating activities</b>			
Net assets released from restrictions - capital expenditures	492,575	(492,575)	-
Contributions for capital assets	-	144,430	144,430
Contribution for endowment	-	182,020	182,020
Investment income, net of endowment appropriation	115,537	(51,463)	64,074
Change in beneficial interest in trust, net of allowance	-	9,941	9,941
Unrealized (loss) on carrying value of interest rate swap contract	(20,638)	-	(20,638)
Other	155	74,237	74,392
Total non-operating activities	587,629	(133,410)	454,219
Increase (decrease) in net assets	853,496	(293,589)	559,907
Net assets, beginning of year	12,849,823	8,034,494	20,884,317
Net assets, end of year	\$ 13,703,319	\$ 7,740,905	\$ 21,444,224

See notes to financial statements.

**THE GRANITE YMCA**  
**STATEMENT OF ACTIVITIES**

For the Year Ended May 31, 2018

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Operating activities</b>			
<b>Public support</b>			
Annual campaign income	\$ -	\$ 477,174	\$ 477,174
Government subsidies	-	232,629	232,629
Grant income	-	345,041	345,041
In-kind contributions	27,697	-	27,697
United Way allocation	-	118,600	118,600
Net assets released from restrictions-operating	1,397,437	(1,397,437)	-
<b>Total public support</b>	<b>1,425,134</b>	<b>(223,993)</b>	<b>1,201,141</b>
<b>Revenue</b>			
Program and camp fees	11,772,229	-	11,772,229
Membership dues	4,943,135	-	4,943,135
Less financial assistance	(1,776,254)	-	(1,776,254)
<b>Net program, camp fees &amp; membership dues</b>	<b>14,939,110</b>	<b>-</b>	<b>14,939,110</b>
Merchandise sales	166,261	-	166,261
Rental income	186,216	-	186,216
Investment income, endowment appreciation	2,588	115,315	117,903
<b>Total revenue</b>	<b>15,294,175</b>	<b>115,315</b>	<b>15,409,490</b>
<b>Total public support and revenue</b>	<b>16,719,309</b>	<b>(108,678)</b>	<b>16,610,631</b>
<b>Expenses</b>			
<b>Program services</b>			
Youth development	11,000,241	-	11,000,241
Healthy living	3,445,132	-	3,445,132
Social responsibility	791,345	-	791,345
<b>Total program services</b>	<b>15,236,718</b>	<b>-</b>	<b>15,236,718</b>
<b>Supporting services</b>			
Fundraising	317,763	-	317,763
Management	931,575	-	931,575
<b>Total supporting services</b>	<b>1,249,338</b>	<b>-</b>	<b>1,249,338</b>
<b>Total expenses</b>	<b>16,486,056</b>	<b>-</b>	<b>16,486,056</b>
<b>Increase (decrease) in net assets from operations</b>	<b>233,253</b>	<b>(108,678)</b>	<b>124,575</b>
<b>Non-operating activities</b>			
Net assets released from restrictions - capital expenditures	220,531	(220,531)	-
Contributions for capital assets	-	35,152	35,152
Government subsidies for capital assets	-	170,000	170,000
Contribution for endowment	-	3,429,338	3,429,338
Investment income, net of endowment appropriation	266,269	280,465	546,734
Change in beneficial interest in trust, net of allowance	-	29,696	29,696
Unrealized gain on carrying value of interest rate swap contract	107,319	-	107,319
Other	22,098	-	22,098
<b>Total non-operating activities</b>	<b>616,217</b>	<b>3,724,120</b>	<b>4,340,337</b>
<b>Increase in net assets</b>	<b>849,470</b>	<b>3,615,442</b>	<b>4,464,912</b>
<b>Net assets, beginning of year</b>	<b>12,000,353</b>	<b>4,419,052</b>	<b>16,419,405</b>
<b>Net assets, end of year</b>	<b>\$ 12,849,823</b>	<b>\$ 8,034,494</b>	<b>\$ 20,884,317</b>

See notes to financial statements.



THE GRANITE YMCA

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended May 31, 2019  
(with comparative totals for the Year Ended May 31, 2018)

Expenses	Youth			Total Program Services	Fundraising	Management	Total Support		
	Development	Healthy Living	Social Responsibility				Services	2019	2018
Salaries	\$ 6,446,954	\$ 1,846,937	\$ 462,501	\$ 8,756,392	\$ 230,718	\$ 421,259	\$ 651,977	\$ 9,408,369	\$ 8,996,308
Benefits	536,659	174,878	47,786	759,323	25,232	50,589	75,821	835,144	754,812
Payroll taxes	605,200	169,274	40,736	815,210	18,023	35,677	53,700	868,910	842,485
<b>Total salaries and related expenses</b>	<b>7,588,813</b>	<b>2,191,089</b>	<b>551,023</b>	<b>10,330,925</b>	<b>273,973</b>	<b>507,525</b>	<b>781,498</b>	<b>11,112,423</b>	<b>10,593,605</b>
Occupancy costs	1,195,684	553,863	78,242	1,827,789	7,225	96,743	103,968	1,931,757	1,896,618
Supplies	929,682	77,904	100,997	1,108,583	47,624	29,388	77,012	1,185,595	1,034,186
Contract services	345,883	107,365	8,996	462,244	20,763	53,662	74,425	536,669	421,129
Information technology	108,305	35,500	12,034	155,839	5,415	79,424	84,839	240,678	233,129
Fair share dues	180,042	29,395	6,840	216,277	37	-	37	216,314	207,185
Promotion and printing	155,299	50,968	727	206,994	3,753	2,129	5,882	212,876	206,849
Conferences and training	105,601	28,163	5,434	139,198	3,171	18,937	22,108	161,306	142,668
Insurance	110,425	34,310	10,086	154,821	201	2,944	3,145	157,966	154,689
Interest	104,463	41,416	57	145,936	26	377	403	146,339	157,153
Telephone and postage	99,403	28,161	2,271	129,835	945	5,058	6,003	135,838	152,234
Transportation	101,915	680	8,405	111,000	-	-	-	111,000	96,373
Merchandise sales	100,674	7,479	-	108,153	-	-	-	108,153	104,977
Legal and audit	1,971	845	-	2,816	-	52,604	52,604	55,420	33,507
Dues	16,067	3,573	657	20,297	1,885	4,334	6,219	26,516	19,543
Campaign expense	2,063	-	-	2,063	7,245	-	7,245	9,308	9,198
<b>Total expenses before depreciation and amortization</b>	<b>11,146,290</b>	<b>3,190,711</b>	<b>785,769</b>	<b>15,122,770</b>	<b>372,263</b>	<b>853,125</b>	<b>1,225,388</b>	<b>16,348,158</b>	<b>15,463,043</b>
Depreciation and amortization	633,681	275,670	34,145	943,496	-	73,862	73,862	1,017,358	1,023,013
<b>Total expenses</b>	<b>\$ 11,779,971</b>	<b>\$ 3,466,381</b>	<b>\$ 819,914</b>	<b>\$ 16,066,266</b>	<b>\$ 372,263</b>	<b>\$ 926,987</b>	<b>\$ 1,299,250</b>	<b>\$ 17,365,516</b>	<b>\$ 16,486,056</b>

See notes to financial statements.

## THE GRANITE YMCA

## STATEMENTS OF CASH FLOWS

For the Years Ended May 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Changes in net assets	\$ 559,907	\$ 4,464,912
Adjustments to reconcile increase in net assets to net cash provided by operating activities		
Depreciation and amortization	1,017,358	1,023,013
Net realized and unrealized (gain) on investments	(91,482)	(486,181)
Unrealized loss (gain) on interest rate swap contract	20,638	(107,318)
Net realized and unrealized (gain) on beneficial interest	(9,941)	(29,696)
Realized (gain) on sale of property	(501)	-
Contributions restricted for endowment	(182,020)	(3,429,338)
Contributions restricted for capital assets	(144,430)	(35,152)
(Gain) loss on sale of fixed asset	(74,237)	4,465
Change in operating assets and liabilities		
Accounts receivable	(79,806)	2,298
Grants and contracts	295,188	(45,188)
Prepaid expenses and other assets	(12,183)	(28,764)
Pledges receivable	44,814	187,329
Accounts payable and accrued expenses	93,584	(570,428)
Deferred revenue	368,153	(277,433)
Net cash provided by operating activities	<u>1,805,042</u>	<u>672,519</u>
Cash flows from investing activities		
Purchases of investments	(2,362,139)	(3,987,818)
Proceeds from sale of investments	1,749,867	424,209
Purchases of property, plant and equipment	(1,224,783)	(1,119,214)
Proceeds from sale of property, plant and equipment	74,738	837
Net cash used in investing activities	<u>(1,762,317)</u>	<u>(4,681,986)</u>
Cash flows from financing activities		
Change in cash restricted for payment of long-term debt	(8,424)	759
Cash contributions restricted for endowment	182,020	3,429,338
Cash contributions restricted for capital assets	144,430	35,152
Borrowing on loans	83,106	88,256
Principal payments of loans	(178,252)	(171,640)
Principal payments of bond payable	(140,000)	(140,000)
Net cash (used in) provided by financing activities	<u>82,880</u>	<u>3,241,865</u>
Increase (decrease) in cash and cash equivalents	125,605	(767,602)
Cash and cash equivalents, beginning of year	<u>2,240,719</u>	<u>3,008,321</u>
Cash and cash equivalents, end of year	<u>\$ 2,366,324</u>	<u>\$ 2,240,719</u>

See notes to financial statements.

THE GRANITE YMCA

STATEMENTS OF CASH FLOWS (concluded)

For the Years Ended May 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Supplemental disclosure of cash flows information		
Interest paid in cash	<u>\$ 149,603</u>	<u>\$ 158,574</u>
Schedule of noncash investing and financing activities		
Fair value of donated assets	<u>\$ 23,648</u>	<u>\$ -</u>
Debt to finance acquisition of assets	<u>\$ 83,106</u>	<u>\$ -</u>

See notes to financial statements.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 1. NATURE OF OPERATIONS**

**Description of organization**

The Granite YMCA (the "YMCA") creates a community where all are welcome and builds a healthy spirit, mind and body based on the values of caring, honesty, respect and responsibility. This includes advancing our cause of strengthening community through youth development, healthy living and social responsibility. The YMCA is a powerful association of men, women and children committed to bringing about lasting personal and social change. With a focus on nurturing the potential of every child and teen, improving the nation's health and well-being and providing opportunities to give back and support neighbors, the YMCA enables youth, adults, families and communities to be healthy, confident, connected and secure.

Branches of The Granite YMCA include the YMCA of Downtown Manchester, YMCA Allard Center in Goffstown, YMCA of Strafford County in Rochester, YMCA of Greater Londonderry, YMCA of the Seacoast in Portsmouth and YMCA Camping Services which includes Camp Foss and Camp Mi-Te-Na.

**Program activities**

- **Youth Development:** Our YMCA is committed to nurturing the potential of every child and teen. We believe that all kids deserve the opportunity to discover who they are and what they can achieve. That is why we help young people cultivate the values, skills and relationships that lead to positive behaviors, better health and educational achievement. The YMCA programs, such as resident camps Mi-Te-Na and Foss and our wide variety of day camps, offer a range of experiences that enrich cognitive, social, physical and emotional growth. (Examples of youth development programs: child care, resident camps, traditional and specialty day camp programs, gymnastics, swimming, teen center and other youth programming.)
- **Healthy Living:** The YMCA is a leading voice on health and well-being. We bring families closer together, encourage good health and foster connections through fitness, sports, fun and shared interests. As a result, people in our community are receiving the support, guidance and resources they need to achieve greater health in spirit, mind and body. This is particularly important as our nation struggles with an obesity crisis, families struggle with work/life balance and individuals search for personal fulfillment. (Examples of healthy living programs: group wellness classes for youth and adults, programs for cancer survivors, diabetes prevention, youth obesity programs, health screening, yoga and other recreational activities and social groups.)

## THE GRANITE YMCA

### NOTES TO FINANCIAL STATEMENTS

#### Note 1. NATURE OF OPERATIONS (concluded)

- **Social Responsibility:** Our YMCA believes in giving back and supporting our neighbors. We have been listening and responding to our community's most critical social needs. Programs such as the Support, Training and Adventure for Youth program (STAY), START, STRIVE and Power Scholars programs are designated to serve youth that may be "at risk" for a variety of reasons. The STAY program works with middle school age youth within the school and provides support, tutoring and adventure for youth. The START program is located within two Manchester inner city school districts and provides a place for school age children to go after school, at reduced rates, to participate in structured academic activities and for daily, nutritious snacks. STRIVE serves those middle school/high school students that have been suspended or expelled from school; they come to the YMCA during the time they are not allowed in school. Here they receive tutoring and life skills education. The Power Scholars Academy is a six week summer learning loss prevention program provided to Manchester middle school students who are seeking enrichment and academic support to improve their school performance. These are examples of how we deliver training, resources and support that empower our communities to affect change, bridge gaps and overcome obstacles. We engage YMCA members, participants and volunteers in activities that strengthen our community and pave the way for future generations to thrive.

As part of our mission, our programs are accessible, affordable and open to all faiths, backgrounds, abilities and income levels. We provide financial assistance to people who otherwise may not have been able to afford to participate.

Supporting services consist of the following:

- **Fundraising** – includes costs associated with the annual Reach Out for Youth and Families fundraising campaigns, capital campaign, grant writing and special events which provide funding for YMCA financial assistance for memberships, summer camp, child care and a host of other enriching activities.
- **Management** – provides necessary support services such as institutional leadership, budget and accounting control, personnel administration, facility planning, establishment of institutional policies, board liaison, information technology coordination, public information services, and membership services.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of accounting**

The financial statements of the YMCA have been prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America.

**Basis of presentation**

The YMCA records resources for accounting and reporting purposes based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

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 net assets for an operating reserve and board-designated endowment from net assets without donor restrictions.

Net assets with donor restrictions – Net assets subject to donor-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.

Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. 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.

**Operating activities**

Operating activities reflect all transactions increasing or decreasing net assets except those items associated with long-term investment, such as contributions for endowment and facilities and equipment, investment returns in excess of amounts designated for current operations and changes in the fair value of the interest rate swap.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Accounting 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 the reported amounts of assets and liabilities and disclosures of contingent matters at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

**Revenue recognition**

Membership dues and program fees are recognized as revenue ratably over the period of membership or the duration of the program.

**Contributions and pledges**

The YMCA records unconditional promises to give (pledges) as receivables and contributions within the appropriate net asset category based on the existence or absence of donor-imposed restrictions. The YMCA recognizes conditional promises to give when the conditions stipulated by the donor are substantially met. A conditional promise to give is considered unconditional if the possibility that the condition will not be met is remote.

**Contributed services**

The YMCA recognizes contributions of services received if such services: (a) create or enhance nonfinancial assets, (b) require specialized skills, (c) are provided by individuals possessing those skills, and (d) would typically need to be purchased if not contributed. For the years ended May 31, 2019 and 2018, the YMCA received contributed services of \$22,420 and \$15,300, respectively.

The YMCA receives services from a large number of volunteers who give significant amounts of their time to the programs of the YMCA. No amounts have been reflected for these types of donated services, as there is no objective basis available to measure the value of such services.

**Functional allocation of expenses**

Expenses are charged directly to program, management or fundraising in general categories based on specific identification. Indirect expenses have been allocated based on full-time equivalent expenses and facility square footage usage.

**THE GRANITE YMCA**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Advertising costs**

The YMCA expenses advertising costs as incurred. For the years ended May 31, 2019 and 2018, advertising costs were approximately \$197,620 and \$194,713, respectively.

**Income taxes**

The YMCA has received a favorable determination letter from the Internal Revenue Service stating that is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986 (IRC), as an organization described in Section 501(c)(3), except for income taxes pertaining to unrelated business income.

The Financial Accounting Standards Board (FASB) guidance requires tax effects from uncertain tax positions to be recognized in the financial statements only if the position is more likely than not to be sustained if the position were to be challenged by a taxing authority. Management has determined that there are no material uncertain positions that require recognition in the financial statements. Additionally, no provision for income taxes is reflected in these financial statements. Interest and penalties would be recognized as tax expense; however, there is no interest or penalties recognized in the statements of activities. The tax years after 2015 are still open to audit for both federal and state purposes.

**Cash and cash equivalents**

The YMCA considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash allocated to the investment portfolio as part of the YMCA's investment strategy is reported as investments.

**Concentration of credit risk**

The YMCA maintains cash balances at certain financial institutions in excess of the insurance limits provided by the Federal Deposit Insurance Corporation. The YMCA has not experienced any losses in such accounts. The YMCA monitors the financial stability of financial institutions regularly and management does not believe there is significant credit risk associated with deposits in excess of federally insured amounts. At May 31, 2019, the YMCA's uninsured cash balance totaled \$2,097,362.



**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Derivative financial instrument**

Derivative financial instruments are recognized as either assets or liabilities at their fair value on the statement of financial position, with the changes in the fair value reported in other changes in unrestricted net assets. The derivative financial instrument is classified on the statement of financial position as interest rate swap agreement.

**Accounts receivable**

Accounts receivable are carried at original invoice amount. Management determines the collectability by regularly evaluating individual receivables. Receivables are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as revenue when received. Management believes that all outstanding receivables are collectible; therefore, no allowance for uncollectible receivables has been provided. The YMCA does not accrue interest on unpaid accounts receivable.

**Investments**

Investments are reported at fair value and are based primarily on quoted market prices or estimated fair value.

**Property, plant and equipment**

Investment in property, plant and equipment is stated at cost, less accumulated depreciation, or at fair value if donated. Major additions and improvements in excess of \$5,000 are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

Assets are depreciated using the straight-line method over the following estimated useful lives:

Building and renovations	20 – 40 years
Building and leasehold improvements	7 – 10 years
Furniture, fixtures and equipment	5 – 7 years
Vehicles	3 – 10 years

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Deferred revenue**

Membership dues and program fees that are designated for or related to future years' activities are deferred and recognized as revenue in the period in which they apply.

**Reclassification**

Certain 2018 amounts have been reclassified to conform to 2019 classification. These reclassifications had no effect on the increase in net assets for 2018.

**Subsequent events**

On June 1, 2019, the YMCA refinanced an existing note payable from a bank to finance additional debt of \$746,282 for a ten-year term, based on a fifteen-year amortization. The loan will be secured by a first mortgage on the YMCA's property in Manchester, NH.

Management has evaluated subsequent events through October 1, 2019, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date.

**Accounting pronouncements adopted**

In August 2016, the FASB issued (ASU) 2016-14, Not-for-Profit Entities: Topic 958. The amendments in the update affect not-for-profit entity's (NFP's) and the users of their general-purpose financial statements. In addition to changes in terminology used to describe categories of net assets throughout the financial statements, new disclosures were added regarding liquidity and availability of resources. The YMCA implemented this ASU effective for the year ended May 31, 2019.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SIGNIFICANT ACCOUNTING POLICIES (concluded)**

**Recent accounting pronouncements**

In May 2014, the FASB issued (ASU) 2014-09, *Revenue from Contracts with Customers: Topic 606*. The ASU will supersede the revenue recognition requirements in Topic 605, *Revenue Recognition*, and most industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The amendments in this ASU are effective for the fiscal years beginning after December 15, 2018. The YMCA has not yet implemented this ASU and is in the process of assessing the effect on their financial statements.

In February 2016, the FASB issued (ASU) 2016-02, *Leases*. This ASU affects any entity that enters into a lease, with some specified scope exemptions. The main difference between previous GAAP and this ASU is the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous GAAP. The amendments in this ASU are effective for fiscal years beginning after December 15, 2018. The YMCA has not yet implemented this ASU and is in the process of assessing the effect on their financial statements.

**Note 3. LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use within one year of the balance sheet date comprise the following:

Financial assets:	
Cash and cash equivalents	\$ 2,366,324
Restricted cash	45,019
Accounts receivable	195,743
Pledges receivable	87,816
Investments	11,233,250
Beneficial interest in remainder trusts	<u>1,502,185</u>
Total financial assets	15,430,337

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 3. LIQUIDITY AND AVAILABILITY (concluded)

Less financial assets held to meet donor-imposed restrictions:	
Restricted cash	(45,019)
Pledges receivable	(386)
Donor-restricted endowment funds	(6,068,198)
Less financial assets not available within one year:	
Beneficial interest in remainder trust	(1,502,185)
Less board-designated endowment fund	<u>(5,165,052)</u>
Amount available for general expenditures within one year	<u>\$ 2,649,497</u>

The YMCA's endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

The YMCA's board-designated endowment of \$5,165,052 is subject to an annual spending rate as described in Note 15. Although management does not intend to spend from this board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of their liquidity management plan, the YMCA maintains a revolving line of credit of \$750,000 to cover short term cash needs (Note 11). Occasionally, the Board designates a portion of any operating surplus to its operating reserve, which was \$2,492,186 as May 31, 2019.

Note 4. PLEDGES RECEIVABLE

Pledges receivable represent amounts due from donors for multiyear, unconditional pledges. Pledges receivable are shown net of a discount on future collections. Payments on the pledges are expected to be received as follows:

	<u>2019</u>	<u>2018</u>
Promises to give expected to be collected in		
Less than one year	\$ 88,436	\$ 121,058
One to five years	<u>400</u>	<u>18,234</u>
Total pledges receivable	88,836	139,292

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 4. PLEDGES RECEIVABLE (concluded)

Less discount to present value	(14)	(746)
Less allowance for uncollectible pledges	<u>(1,006)</u>	<u>(5,916)</u>
Net pledges receivable	87,816	132,630
Less current portion	<u>(87,430)</u>	<u>(115,142)</u>
Long term pledges receivable, net	<u>\$ 386</u>	<u>\$ 17,488</u>

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS

The FASB defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the YMCA's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires the YMCA to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the YMCA has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect the YMCA's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

Investments measured at fair value at May 31, 2019 are summarized below:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
Valued on a recurring basis:				
Assets				
Investments				
Money market funds	\$ 226,370	\$ 226,370	\$ -	\$ -
U.S. treasury obligations	1,996,211	1,996,211	-	-
Corporate and foreign bonds	2,146,895	-	2,146,895	-
U.S. common stocks	4,476,133	4,476,133	-	-
Mutual funds:	2,367,045	2,367,045	-	-
Taxable fixed income funds	20,596	20,596	-	-
Beneficial interest in trusts	<u>1,502,185</u>	<u>-</u>	<u>-</u>	<u>1,502,185</u>
Total assets	<u>\$ 12,735,435</u>	<u>\$ 9,086,355</u>	<u>\$ 2,146,895</u>	<u>\$ 1,502,185</u>
Liabilities				
Annuity payable	\$ 3,122	\$ -	\$ -	\$ 3,122
Interest rate swap in loss position	<u>224,626</u>	<u>-</u>	<u>224,626</u>	<u>-</u>
Total liabilities	<u>\$ 227,748</u>	<u>\$ -</u>	<u>\$ 224,626</u>	<u>\$ 3,122</u>
Valued on a non-recurring basis				
Pledges receivable	<u>\$ 87,816</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 87,816</u>

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

Investments measured at fair value at May 31, 2018 are summarized below:

	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Assets				
Investments				
Money market funds	\$ 166,572	\$ 166,572	\$ -	\$ -
U.S. treasury obligations	1,522,969	1,522,969	-	-
Corporate and foreign bonds	2,383,926	-	2,383,926	-
U.S. common stocks	4,255,423	4,255,423	-	-
Mutual funds	2,178,607	2,178,607	-	-
Taxable fixed income funds	21,999	21,999	-	-
Beneficial interest in trusts	<u>1,492,244</u>	<u>-</u>	<u>-</u>	<u>1,492,244</u>
 Total assets	 <u>\$ 12,021,740</u>	 <u>\$ 8,145,570</u>	 <u>\$ 2,383,926</u>	 <u>\$ 1,492,244</u>
Liabilities				
Annuity payable	\$ 6,079	\$ -	\$ -	\$ 6,079
Interest rate swap in loss position	<u>203,988</u>	<u>-</u>	<u>203,988</u>	<u>-</u>
 Total liabilities	 <u>\$ 210,067</u>	 <u>\$ -</u>	 <u>\$ 203,988</u>	 <u>\$ 6,079</u>
Valued on a non-recurring basis				
Pledges receivable	<u>\$ 132,630</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 132,630</u>

Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of the pledges receivable is estimated at the present value of expected future cash flows. The discount rate used was 4% for 2019 and 2018. The fair value of Level 2 investments has been measured using quoted market prices of similar assets and the fair value market approach, as determined by several factors, including its credit rating relative to a corporate bond with similar maturity duration.

The fair market value of the beneficial interest in trusts is based upon the present value of the estimated future cash receipts from the trust's assets, considering a rate of return on the assets in the trust, less management's allowance for possible future principal reductions.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS (concluded)

The YMCA uses a lending institution's proprietary models, which consider past, present and future assumptions regarding market conditions to estimate the fair value of the liability for the interest rate swap agreement. Annuities payable are primarily valued using valuation models that consider assumptions about future market conditions and actuarially determined payout periods.

Changes in fair value of financial instruments measured at fair value on a recurring basis using significant unobservable inputs (Level 3) were comprised of the following:

	<u>Beneficial Interest in Trusts</u>	<u>Annuity Payable</u>
Balance at May 31, 2018	\$ 1,492,244	\$ 6,079
Change in value	9,941	343
Purchases, issuance and settlements	<u>-</u>	<u>(3,300)</u>
Balance at May 31, 2019	<u>\$ 1,502,185</u>	<u>\$ 3,122</u>

Investment return at May 31 is summarized as follows:

	<u>2019</u>	<u>2018</u>
Interest and dividends, net of fees	\$ 201,583	\$ 178,407
Net realized gain	186,886	83,803
Net unrealized (loss) gain	<u>(95,404)</u>	<u>402,378</u>
Investment return, net of expenses	293,065	664,588
Investment expenses	<u>51,813</u>	<u>44,181</u>
Total return on investments	<u>\$ 344,878</u>	<u>\$ 708,769</u>



**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 6. PROPERTY, PLANT AND EQUIPMENT**

Property, plant and equipment were comprised of the following at May 31:

	<u>2019</u>	<u>2018</u>
Building and improvements	\$ 23,123,311	\$ 22,233,388
Furniture, fixtures and equipment	4,068,015	3,816,766
Land	<u>1,881,447</u>	<u>1,881,447</u>
	29,072,773	27,931,601
Less accumulated depreciation	<u>16,117,820</u>	<u>15,197,450</u>
Net investment in property, plant and equipment	<u>\$ 12,954,953</u>	<u>\$ 12,734,151</u>

**Note 7. BENEFICIAL INTEREST IN TRUSTS**

The YMCA is an irrevocable beneficiary of two charitable remainder trusts held by a bank as trustee. These resources are neither in the possession of, nor under the control of the YMCA. The terms of one trust provide for income of the trust to be distributed to the current beneficiary. The second trust provides for income and principal to be distributed to the current beneficiary based on an incremental rate each year. Upon the beneficiary's deaths, both trusts require the remaining principal be distributed to charitable beneficiaries. Since the trustee is allowed to make principal distributions to the current beneficiaries, management has established an allowance to provide for this possibility. The fair value of the beneficial interest was determined by applying the YMCA's percentage interest to the fair value of trust assets as reported by the trustee and discounting this value by 20%.

	<u>2019</u>	<u>2018</u>
Beneficial interest in trusts	\$ 1,795,868	\$ 1,780,832
Allowance for principal distribution	<u>(359,173)</u>	<u>(356,166)</u>
Total	<u>\$ 1,436,695</u>	<u>\$ 1,424,666</u>

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 7. BENEFICIAL INTEREST IN TRUSTS (concluded)**

The YMCA of the Seacoast is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the YMCA of the Seacoast. In accordance with its spending policy, the Foundation makes distributions from the fund to the YMCA of the Seacoast. The distributions are approximately 3.89% of the market value of the fund per year. The estimated value of future distributions from the fund is included in these financial statements as required by generally accepted accounting principles; however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the YMCA of the Seacoast. For the year ended May 31, 2019, \$2,550 was received from the fund. On May 31, 2019, the market value of the fund's assets was approximately \$65,490.

**Note 8. FUNDS HELD BY OTHERS**

The YMCA of the Seacoast is also a beneficiary of two designated funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the YMCA of the Seacoast. In accordance with its spending policy, the Foundation makes distributions from the funds to the YMCA of the Seacoast. The distributions are approximately 4.0% of the market value of the funds per year. The funds are not included in these financial statements, since all property in the funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the YMCA of the Seacoast. For the year ended May 31, 2019, \$3,240 was received from the funds. On May 31, 2019, the market value of the funds' assets was approximately \$80,995.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 9. LONG-TERM DEBT**

Bond and notes payable were as follows as of May 31:

	<u>2019</u>	<u>2018</u>
Bond payable to Citizens Bank, N.A. in the original amount of \$3,800,000, in monthly sinking fund installments, plus interest of 2.05% per annum through October 2028, net of unamortized deferred financing costs of \$98,988 and \$112,366 at May 31, 2019 and 2018, respectively. The bond is secured by certain YMCA buildings. Reference is made to Note 10.	\$ 1,656,011	\$ 1,782,634
Non-interest-bearing note payable to the City of Manchester in annual installments of \$13,000 due in August each year, through October 2024. The note is secured by real estate located in Manchester, NH.	78,000	91,000
Note payable to the Strafford Economic Development Corporation (SEDC) dated August 16, 2012 in the original amount of \$475,000. Monthly principal and interest payments in the amount of \$2,634 are required through August 2022. The interest rate is 3% per annum. The note is secured by substantially all of the assets located in Rochester, NH.	345,276	366,188
Note payable to Citizens Bank dated May 28, 2014 in the original amount of \$1,394,050. Monthly principal and interest payments in the amount of \$10,288 are required through May 2019, with the remaining balance due June 2019. The interest rate is 3.13% per annum. The note is secured by substantially all of the assets located in Manchester, NH and Portsmouth, NH.	973,718	1,072,365
Note payable to New Hampshire Health and Education Facilities Authority dated August 27, 2013 in the original amount of \$133,591. Monthly principal and interest payments in the amount of \$2,284 were required through August 2018, with the remaining balance due September 2018. The interest rate was 1% per annum. The note was secured by property.	-	9,150

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 9. LONG-TERM DEBT (continued)**

Note payable to New Hampshire Health and Education Facilities Authority dated June 2, 2014 in the original amount of \$80,490. Monthly principal and interest payments in the amount of \$1,376 are required through June 2019. The interest rate is 1% per annum. The note is secured by property.

1,375                      17,782

Note payable to New Hampshire Health and Education Facilities Authority dated July 5, 2018 in the original amount of \$88,256. Monthly principal and interest payments in the amount of \$1,509 are required through June 2022. The interest rate is 1% per annum. The note is secured by property.

56,419                      73,865

Note payable to New Hampshire Health and Education Facilities Authority dated March 5, 2019 in the original amount of \$83,106. Monthly principal and interest payments in the amount of \$1,421 are required through March 2024. The interest rate is 1% per annum. The note is secured by property.

80,416

Total long-term debt and unamortized deferred financing costs

3,191,215                      3,412,984

Less current portion long-term debt

(318,689)                      (307,893)

Long-term debt net of current portion and unamortized deferred financing costs

\$ 2,872,526                      \$ 3,105,091

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 9. LONG-TERM DEBT (concluded)**

Future annual maturities of the notes are as follows:

Year ending <u>May 31,</u>	<u>Amount</u>
2020	\$ 318,689
2021	326,410
2022	335,552
2023	584,755
2024	313,708
Thereafter	1,411,089
Unamortized deferred financing costs	<u>(98,988)</u>
Total	<u>\$ 3,191,215</u>

The loan agreement contains certain financial and nonfinancial covenants. Management has an ongoing analysis of covenant compliance. At May 31, 2019, the YMCA was in compliance with the financial covenants.

**Note 10. SERIES 2007 REVENUE BONDS**

During 2007, the New Hampshire Health and Education Facilities Authorities (the "Authority") sold \$3,800,000 of its Revenue Bonds, Greater Manchester Family YMCA Issue, Series 2007, and loaned the proceeds of the bonds to the YMCA to finance certain improvements to the YMCA's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the YMCA entered into an interest rate swap agreement with Citizens Bank, NA (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The bonds mature in 2028 and can be repaid at any time.

During 2009, a downgrading of the credit rating of the bank providing the letter-of-credit occurred, which resulted in a significant increase of the weekly variable rate. Since it became evident that the credit markets would not soon return to normalcy, the YMCA elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 250 basis points. The bank purchase mode commenced on September 1, 2009 and expires on November 30, 2021; however, the expiration date may be extended by the bank and the YMCA has the option to convert back to the weekly rate mode.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 10. SERIES 2007 REVENUE BONDS (concluded)**

The Series 2007 Bond documents require the YMCA to comply with certain financial covenants. As of May 31, 2019, the YMCA was in compliance with these covenants.

**Note 11. REVOLVING LINE OF CREDIT**

The YMCA has a revolving line of credit with Citizens Bank for \$750,000. The line of credit is used for operating cash flow purposes if needed. Any amounts drawn on the line of credit are payable on demand with interest equal to one month LIBOR rate, plus a 2.25% interest margin under the LIBOR Advantage program. The interest rate at May 31, 2019 was 4.73%. The line is secured by substantially all of the YMCA's non real estate assets. At May 31, 2019 and 2018, there was no outstanding balance owed on the line of credit.

The line of credit agreement contains certain financial and nonfinancial covenants. Management has an ongoing analysis of covenant compliance. At May 31, 2019, the YMCA was in compliance with the financial covenants.

**Note 12. INTEREST RATE SWAP**

During 2007, the YMCA entered into an interest rate swap agreement (the "swap agreement") with Citizens Bank NA (the "Counterparty") to hedge the interest rate on the Series 2007 Bonds. Pursuant to the swap agreement, the initial notional amount and amortization will match the par amount and amortization of the Series 2007 Bonds. Under the terms of the swap agreement, the YMCA will pay the fixed rate of 3.75% on the notional amount and in exchange, the Counterparty will pay the YMCA a variable rate on the notional amount based on the 67 percent of one-month LIBOR. The cost of the interest rate swap for the years ended May 31, 2019 and 2018 was added to interest expense in the statement of functional expenses.

Any gain or loss in the value of the swap contract is recorded as an unrealized gain or loss on the carrying amount value of the interest rate swap contract. For the years ended May 31, 2019 and 2018, the YMCA had an unrealized (loss) gain on the carrying value of the interest rate swap agreement of \$(20,638) and \$107,319, respectively.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consisted of the following at May 31:

	<u>2019</u>	<u>2018</u>
Net assets with donor restrictions:		
Restricted for		
Programs		
Youth development	\$ 20,185	\$ 43,565
Healthy living	76,360	41,219
Social responsibility	25,000	40,900
Fundraisers	43,978	196,727
Capital expenditure	-	348,137
Time		
Beneficial interest in trusts	1,502,185	1,492,244
Cumulative appreciation on		
permanently restricted investments	463,009	517,772
Endowments restricted in perpetuity	<u>5,610,188</u>	<u>5,353,930</u>
Total net assets with donor restrictions	<u>\$ 7,740,905</u>	<u>\$ 8,034,494</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose, by the occurrence of events specified by the donors, or by a change in the restrictions specified by the donor. Those amounts released from restrictions during the year ended May 31, 2019 are as follows:

Programs	
Youth development	\$ 432,432
Healthy living	207,163
Social responsibility	532,355
Fundraisers	251,060
Capital expenditure	492,575
Time	
Cumulative appreciation on	
permanently restricted investments	<u>229,693</u>
Total net assets released from donor restrictions	<u>\$ 2,145,278</u>

**THE GRANITE YMCA**

**NOTES TO FINANCIAL STATEMENTS**

**Note 14. ENDOWMENT COMPOSITION**

The YMCA's endowment consists of both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments for the following purposes:

- Youth development
- Healthy living
- Social responsibility

Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Purpose of the endowment**

The endowment fund is intended to provide for the operation and special programs of the YMCA. In so doing, the endowment fund provides a secure, long-term source of funds to establish or maintain programs that are consistent with the aim of the YMCA.

**Interpretation of relevant law**

The state of New Hampshire has passed a version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Board of Trustees of the YMCA has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, YMCA retains in perpetuity (a) the original value of initial and subsequent gift amounts donated to the endowment and (b) any accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added.



**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 14. ENDOWMENT COMPOSITION (continued)**

In accordance with UPMIFA, the YMCA considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the organization
7. The investment policies of the organization

Endowment net asset composition by type of fund as of May 31, 2019:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor restricted	\$ -	\$6,068,198	\$ 6,068,198
Board designated	<u>5,165,052</u>	<u>-</u>	<u>5,165,052</u>
Total funds	<u>\$ 5,165,052</u>	<u>\$6,068,198</u>	<u>\$ 11,233,250</u>

Endowment net asset composition by type of fund as of May 31, 2018:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor restricted	\$ -	\$ 5,871,137	\$ 5,871,137
Board designated	<u>4,658,359</u>	<u>-</u>	<u>4,658,359</u>
Total funds	<u>\$ 4,658,359</u>	<u>\$ 5,871,137</u>	<u>\$ 10,529,496</u>

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 14. ENDOWMENT COMPOSITION (continued)**

Changes in endowment net assets for the years ended May 31, 2019 and 2018:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets as of May 31, 2017	\$ 4,323,611	\$ 2,156,095	\$ 6,479,706
Investment return			
Investment income	72,189	106,268	178,457
Net realized and unrealized gain	<u>196,669</u>	<u>289,512</u>	<u>486,181</u>
Total investment return	268,858	395,780	664,638
Endowment contributions	-	3,437,877	3,437,877
Appropriation to endowment assets from operations	308,619	-	308,619
Appropriation of endowment assets for gift annuities	-	(3,300)	(3,300)
Appropriation of endowment assets for capital assets	(240,000)	-	(240,000)
Appropriation of endowment assets for operations	<u>(2,729)</u>	<u>(115,315)</u>	<u>(118,044)</u>
Endowment net assets as of May 31, 2018	<u>\$ 4,658,359</u>	<u>\$ 5,871,137</u>	<u>\$ 10,529,496</u>

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 14. ENDOWMENT COMPOSITION (continued)**

Investment return			
Investment income	\$ 81,259	\$ 120,324	\$ 201,583
Net realized and unrealized gain	<u>36,876</u>	<u>54,606</u>	<u>91,482</u>
Total investment return	118,135	174,930	293,065
Endowment contributions	-	177,587	177,587
Other	-	74,237	74,237
Appropriation to endowment assets from operations	399,920	-	399,920
Appropriation of endowment assets for gift annuities	-	(3,300)	(3,300)
Appropriation of endowment assets for capital assets	(75,000)	-	(75,000)
Appropriation of endowment assets for operations	(2,598)	(160,157)	(162,755)
Appropriation not drawn	<u>66,236</u>	<u>(66,236)</u>	<u>-</u>
Endowment net assets as of May 31, 2019	<u>\$ 5,165,052</u>	<u>\$ 6,068,198</u>	<u>\$ 11,233,250</u>

**Return objectives and risk parameters**

The YMCA has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the YMCA must hold in perpetuity or for a donor-specified period(s), as well as board-designated funds.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 14. ENDOWMENT COMPOSITION (concluded)**

**Investment objective**

Endowment funds are invested in a diversified portfolio, consisting primarily of fixed income and equity mutual funds and other investments, which may reflect varying rates of return. The intended overall rate of return of the portfolio is a reasonable "real" rate, consistent with the risk levels established by the investment committee. The objective is that the minimum acceptable rate of return over a full market cycle of 3 to 5 years is one that equals or exceeds the assumed spending rate plus the rate of inflation.

**Spending policy and how the investment objectives relate to spending policy**

The YMCA's spending policy is currently 4% of the average total endowment value over the trailing 5 years. In addition, the Board may authorize up to 50% of the amount by which the 5 year average net total return exceeds the 5 year average annual CPI. These funds will be spent on programs submitted with the annual budget that is approved by the Board of Trustees. The spending policy is implemented with the intent not only to provide funds for the YMCA's immediate aims but also to preserve and grow assets to meet future spending needs.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs, and net of the average annual spending amount. Total return is defined as dividend or interest income, plus realized and unrealized capital appreciation or depreciation at fair market value.

**Funds with deficiencies**

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires the YMCA to retain as a fund of perpetual duration. Deficiencies of this nature that are in excess of related restricted amounts are reported in net assets without donor restrictions. As of May 31, 2019 and 2018, there were no such amounts.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 15. FINANCIAL ASSISTANCE PROVIDED

The YMCA provides financial assistance, through contributions and other fundraising, to help defray the costs of membership and program and other fees for individuals with need. Membership dues and program fees are recorded net of such assistance in the accompanying statements of activities. Such amounts were as follows for the years ended May 31:

	<u>2019</u>	<u>2018</u>
Program fees	\$ 12,337,672	\$ 11,772,229
Less financial assistance provided	<u>(1,132,660)</u>	<u>(981,862)</u>
Program fees, net	<u>\$ 11,205,012</u>	<u>\$ 10,790,367</u>
Membership dues	\$ 5,026,148	\$ 4,943,135
Less financial assistance provided	<u>(659,032)</u>	<u>(794,392)</u>
Membership dues, net	<u>\$ 4,367,116</u>	<u>\$ 4,148,743</u>

Note 16. DEFINED CONTRIBUTION PLANS

The YMCA participates in the YMCA Retirement Fund Retirement Plan, which is a defined contribution, money purchase, church plan that is intended to satisfy the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended and The YMCA Retirement Fund Tax-Deferred Savings Plan which is a retirement income account plan as defined in section 403(b)(9) of the code. Both plans are sponsored by the Young Men's Christian Association Retirement Fund ("Fund"). The Fund is a not-for-profit, tax exempt pension fund incorporated in the State of New York (1922), organized and operated for the purpose of providing retirement and other benefits for employees of YMCAs throughout the United States. The plans are operated as church pension plans. Participation is available to all duly organized and reorganized YMCAs and their eligible employees. As a defined contribution plan, the Retirement Plan and Tax-Deferred Savings Plan have no unfunded benefit obligations.

In accordance with their agreement, contributions for the YMCA Retirement Fund Retirement Plan are a percentage of the participating employees' salary. These amounts are paid by the YMCA. For the years ended May 31, 2019 and 2018, total contributions charged to retirement costs aggregated \$286,531 and \$258,313, respectively.

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 16. DEFINED CONTRIBUTION PLANS (concluded)**

Contributions to the YMCA Retirement Fund Tax-Deferred Savings Plan are withheld from employees' salaries and remitted to the YMCA Retirement Fund. There is no matching employer contribution to this plan.

**Note 17. RELATED PARTIES**

The YMCA is a member association of the National Council of Young Men's Christian Associations of the United States of America. The YMCA is an independent, autonomous organization, recognized as a member, but separate from the National Council. The YMCA must meet annual certification requirements to remain a member.

The YMCA pays dues to YMCA of the USA. For the years ended May 31, 2019 and 2018, dues expense was \$216,315 and \$207,184, respectively.

**Note 18. LEASE COMMITMENTS**

The YMCA entered into a noncancelable lease agreement for office space with a related party in Manchester, New Hampshire that expires in June 2021. The lease will renew each year unless written notice not to renew not less than 180 days prior to expiration.

The YMCA leases equipment under operating leases which expire through December 2022. The YMCA also leases 60 parking spaces at \$75 per space, per month, with a 2% annual increase. During fiscal year 2015, the YMCA entered into an additional lease to rent 30 parking spaces at \$75 per space, per month, with a 3% annual increase. Both parking lease agreements expire on May 31, 2025.

The minimum future commitments under the leases are as follows:

Year ending <u>May 31,</u>	<u>Amount</u>
2020	\$ 192,283
2021	164,828
2022	117,543
2023	102,688
2024	105,084
Thereafter	<u>107,538</u>
Total	<u>\$ 789,964</u>

**THE GRANITE YMCA**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 18. LEASE COMMITMENTS (concluded)**

For the years ended May 31, 2019 and 2018, rent expense for leased facilities and equipment was approximately \$260,930 and \$292,667, respectively.

**Note 19. RISKS AND UNCERTAINTIES**

The YMCA invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the statements of financial position.



**THE GRANITE YMCA  
BOARD OF TRUSTEE ROSTER  
2019-2020  
5-26-20**

<b>BUSINESS ADDRESS &amp; CURRENT TERM OF SERVICE</b>
<b>BRADY, Loretta (2021)</b>
<b>BURNHAM, Kraig (2022)</b>
<b>FERRO, Jim (2021)</b>
<b>GLEW, Rob (2022)</b>
<b>GOODMAN, Morey (2022)</b>
<b>GOUGH, Ryan (2021)</b>
<b>HOUSTON, Kerry (2022)</b>



<b>KUHN, David (2021)</b>
<b>LUBELCZYK, Steve (2020)</b>
<b>MCQUADE, Sheryl (2022)</b>
<b>MEYER, Kimberly (2020)</b>
<b>O'BRIEN, Peg (2021)</b>
<b>O'CONNOR, Daniel (2021)</b>
<b>PEASE, Richard (2020)</b>
<b>PIERRE, Brandon (2022)</b>
<b>REESE, Jody (2020)</b>
<b>ROBINSON, Wayne (2020)</b>
<b>TOMAI, Tom (2022)</b>
<b>TUCKER, William "Tuck" (2021)</b>

<b>WALKER, Jeremy (2021)</b>
<b>WARDMAN, Kellie (2022)</b>

<b>EX-OFFICIO MEMBERS</b>
<b>EASTERLY-Martey, Katy</b>
<b>LOMBARDI, John</b>
<b>LUNDBORN, Richard</b>
<b>MALLOY, Dennis</b>

# CINDY LAFOND

## Career Overview

Results-focused in management professional offering 25 + years of progressive leadership experience. Transforms high-potential staff into outstanding leaders who demonstrate the creativity and savvy that is critical to financial and operational success.

## Core Competencies

Staff and Board Development  
Supervision and training  
Strategic Organizational Planning  
Facility Management

Operations management  
Results-orientated  
Mentoring and Coaching  
Performance Evaluations

## Professional Experience

**Association Director of Healthy Living Initiatives** June 2015 to current  
**Granite YMCA – Manchester, NH**

Oversee the Healthy Living Initiatives for the Granite YMCA within each of our communities as well as our five Branches located in Manchester, Goffstown, Londonderry, Rochester and Portsmouth NH. Our Healthy Living Initiatives I oversee for the association are LiveStrong at the Y (evidence based cancer survivor program), YMCA Diabetes Prevention Program, Blood Pressure Monitoring Program, and Falls Prevention Programs like Tai ji Quan/Moving for better balance. My role ensures that the highest standards and best practices for health and wellness are developed and implemented across the association, with a focus on providing opportunities that facilitate and support growth in multiple dimensions of health for our members: physical, mental, emotional, spiritual, social, and environmental. My role also assures that the Y is building strong wellness staff and fostering strong relationships with and among members, this also promotes a collaborative approach to personal health and community partnerships and involvement through health promotion, educational programming, and service to our members and our community.

**Executive Director** Dec 2012 to June 2015  
**Manchester YMCA – Manchester, NH**

Oversee the management of programs, facilities, volunteer and staff development, financial development and collaborations with community agencies in meeting the needs of its members and program participants. Lead daily operations of Urban YMCA with a budget of 1.3 million serving 3500 units. Programs include Health & Wellness, Membership, Aquatics, Sports, Teen Center, Child Care Center that includes, 5 classroom Preschool programs, 4 after school locations, 2 indoor summer camps. Directly supervises 7 FT staff/Directors and 60 part time Group Wellness Instructors.

**Assistant Branch Director / Senior Director** Dec 2009 to Dec 2012  
**Granite YMCA – Manchester, NH**

Served as Asst. Executive Director/ Senior Director of the YMCA with a 4 lane Indoor Pool, 3 Preschool program with 55 children, 4 after school sites, Sports Department/Day Camp, and 3 Wellness centers. Full Responsibility for the YMCA of

Downtown Manchester program development, grant development for summer fit camp department, building and enhancing partnerships with local hospitals, community health department, and Manchester schools.

**Health & Wellness Director** Oct 1999 to Dec 2009

**Granite YMCA – Manchester, NH**

Full responsibility of planning renovations of 6,000 square fitness center, with new cardio and strength equipment, along with design of space for best use for members. Assisted with the production of the monthly financials, management reports and board packages. Over saw the 85 weekly group classes led by 100 volunteers and staff and developed classes in the community for members to achieve well being in their community.

**Group Exercise Coordinator/Director** Oct 1994 to Oct 1999

**Granite YMCA – Manchester, NH**

Served as Director of the Group Exercise program with over 65 classes weekly and 80 volunteer instructors. Designed each class to match the skill and learning levels of all Participants, Cleaned and organized studio after each group fitness class.

**Customer Service** Oct 1994 to Oct 1996

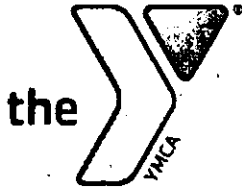
**AutoFair – Manchester, NH**

Collected customer feedback and made process changes to exceed customer satisfaction goals. Maintained up-to-date records at all times, Developed effective relationships with all call center departments through clear communication. Worked with upper management to ensure appropriate changes were made to improve customer satisfaction.

## **Education**

**Computer Programming/Accounting** 1979

Charles H. McCann Technical School – North Adams, Mass



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## **Position Description – Health Coach Support Team**

### **General Functions:**

Promote, internally and externally, all Evidence-Based Health Interventions (EBHIs) for a YMCA association. Commit to and support the Y mission and vision to advance community integrated health. Promote the Y's ability to serve health seekers in preventing chronic disease or living well with chronic disease. Support the program manager in achieving all chart of work deliverables necessary to build the organizations capacity to launch one or more EBHIs.

### **Responsibilities and Qualifications for Health and Wellness Development:**

- Ensures the Y's preparedness for implementing the EBHI
- Engages in recruitment and/or selection of program facilitators and ensures they meet all qualifications and complete all course pre-requisites to achieve and maintain any certification
- Monitors and supports program facilitators confidence and competence, sharing information and resources with staff to continually increase their knowledge and skill set
- Monitors program facilitators' completion and submission of required participant data
- Staff member with health and wellness and/or youth development experience who has credibility among his or her subordinates or peers in order to ensure that cohort expectations for training, certification, and program quality and compliance are met
- Must also be a clear and convincing communicator and educator and a model of the skills and competencies expected of staff
- **Estimated Amount of Time Spent on Responsibilities:** 3 hours per week

### **Responsibilities and Qualifications for EBHI Champion:**

- Experience implementing evidence-based program models, including targeting specific or underserved populations, managing referral relationships with health care providers, and implementing quality assurance and data collection protocols.
- Understanding of the wants, needs, and interests of health seekers working to prevent or manage chronic diseases.
- Ability to identify and create a staff structure necessary for successful program implementation.
- Experience with managing resources and program finances appropriately and effectively showing good stewardship of YMCA funds and resources

- Ability to build strong relationships, inspire confidence, and work effectively with a wide variety of stakeholders (health care providers, public health officials, payors, health seekers, senior Y leaders, and frontline staff).
- Has access to and can influence decision makers within the YMCA association to support program sustainability, including identifying funding resources and allocation of staff resources.
- Exhibits a personal connection to and investment in healthy living; ability to communicate this investment and commitment to inspire and engage other Y staff/leaders.
- Public health background, a plus. Completion of Medical Community Partnerships 101 and 201 e-Learnings in the Y's Learning and Career Development Center (LCDC) website, a plus.
- **Estimated Amount of Time Spent on Responsibilities:** 3 hours per week

### **Responsibilities and Qualifications for Y Engagement:**

- Ensure health seekers at risk for or living with a chronic disease experience warmth and are welcomed by Y staff and current members
- Lead activities aimed at increasing staff awareness and understanding of EBHIs and demonstrating empathy
- Support development of Listen First skills in order to best interact with and support health seekers and their families
- Integrate EBHI participants into member and potential member messaging (via interviews, tours, etc.)
- Introduce membership benefits to EBHI participants and aim to track membership conversion
- Lead activities to promote member understanding and acceptance of EBHI participants
- Leader with credibility within the association who can inspire his or her colleagues to meet cohort expectations for staff understanding and participant engagement
- Clear and convincing communicator, an able trainer and leader, and a model of the skills and competencies expected of all staff
- **Estimated Amount of Time Spent on Responsibilities:** 15 hours per week

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cindy Lafond	Association Director of Healthy Living Initiatives	\$78,048	48%	\$37,523
TBD	Health Coach	\$31,250	80%	\$25,000



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

June 11, 2020

Date

Name: \_\_\_\_\_  
Title: David Ports  
President/CEO

DP

Contractor Initials \_\_\_\_\_



New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

1. The DUNS number for your entity is: 08-125-4674
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

DP

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

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



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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

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

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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**DHHS Information Security Requirements**



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov